

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000113292		<b>PAGE 1 OF 9</b>		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-21-R-0013		6. SOLICITATION ISSUE DATE 2021 MAR 23	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Sonny Cosmas PSPTAH6			b. TELEPHONE NUMBER (No Collect calls) Phone: DSN-444-3096	8. OFFER DUE DATE/ LOCAL TIME 2021 APR 22 03:00 PM	
			9. ISSUED BY  DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 312111 <input type="checkbox"/> 8 (A) SIZE STANDARD: 1250
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO  SEE SCHEDULE			CODE	16. ADMINISTERED BY			CODE	
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	See Schedule							
	<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED		

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

**Continuation of Blocks on the SF 1449**

**Block 8, Offer due Date/Local Time**

Offer Due Date/ Local Time Is: **April 22, 2021 AT 3:00 P.M.**  
**Eastern Daylight Time Zone**

**Block 9, Issued By**

DLA Troop Support Subsistence

Submission via email to the Contracting Officer and Contract Specialist,  
[timothy.dlugokecki@dla.mil](mailto:timothy.dlugokecki@dla.mil) and [sonny.cosmas@dla.mil](mailto:sonny.cosmas@dla.mil)

**Address Procuring Agency:**

**Defense Logistics Agency (DLA) Troop Support  
Post Office Box 56667  
Philadelphia, PA 19111-6667**

**Solicitation No.: SPE30021R0013  
Solicitation Issue Date: **March 23, 2021**  
Solicitation Closing Date: **April 22, 2021 at  
3:00 P.M., Eastern Time****

**ADDITIONAL NOTE:** Please note that due to the current environment of mandatory telework, the Bid Room is not a viable option for proposal submission of large purchase procurements. Acquisition Personnel have two options for handling large procurements under the current situation: (1) Utilize DIBBS functionality for vendors to upload their RFP/RFQ responses through DIBBS. or (2) Email the offer to the Contracting Officer [timothy.dlugokecki@dla.mil](mailto:timothy.dlugokecki@dla.mil) and [sonny.cosmas@dla.mil](mailto:sonny.cosmas@dla.mil) (Be advised that email firewalls and capacity could come into play since there is a 10 MB limitation on the size of the email. If your proposal is larger than 10 MB, please split your submission into smaller emails). Please use option 2.

**Block 10, This Acquisition is:**

**NAICS:**  
**312111 - Soft Drink Manufacturing- 1250 employees**  
**312112 - Bottled Water Manufacturing -1,000 employees**  
**311930 - Flavoring Syrup and Concentrate Manufacturing- 1,000 employees**

**Block 17a, Contractor/Offeror**

**Offeror's assigned Data Universal Numbering System(DUNS) Number:\_\_\_\_\_ (If you do not have a DUNS number, please contact the individual identified in Block 7a of Standard Form 1449 or see 52.212-1, Instructions of Offerors – Commercial Items (paragraph (j)) for information on contacting Dun and Bradstreet).**

**Offeror's assigned Contractor and Government Entity (CAGE) Code:\_\_\_\_\_ (If you do not have a CAGE Code number, please contact your company's Finance Department).**

**Primary Company**

**POC/Negotiator:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

Block 17b, Remittance Address

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN SYSTEM FOR AWARD MANAGEMENT (SAM).

**AUTHORIZED NEGOTIATORS:**

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile (FAX) number, and emails for each authorized negotiator.

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**Blocks 19-24:**

**SEE STATEMENT OF WORK & SCHEDULE OF SUPPLIES (See Attached Excel Spreadsheet)**

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312112 - Bottled Water Manufacturing -1,000 employees.....	1
311930 - Flavoring Syrup and Concentrate Manufacturing- 1,000 employees .....	1
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Offeror’s assigned Data Universal Numbering System(DUNS) Number: (If you do not have a DUNS number, please contact the individual identified in Block 7a of Standard Form 1449 or see 52.212-1, Instructions of Offerors – Commercial Items (paragraph (j)) for information on contacting Dun and Bradstreet). 1	1
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Primary Company .....	1
POC/Negotiator: .....	2
Phone#: .....	2
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### CAUTION NOTICE

This procurement is being solicited under the Federal Acquisition Regulations FAR part 12 – Acquisition of Commercial Items, and FAR 13.5 as unrestricted using simplified acquisition procedures. Solicitation SPE30021R0013 is for full-service Bag-In-Box Beverage products delivery to Land and Ships Customers in the Continental United States (CONUS) and Alaska, Hawaii, and Guam. The contract period will begin December 28, 2021 through March 27, 2023 The contract period will be for fifteen (15) months or Seven Million dollars (\$7,000,000.00) whichever comes first.

THIS SOLICITATION IS ISSUED ON AN **“UNRESTRICTED”** BASIS.

The acquisition will be a negotiated procurement utilizing the Price Only award methodology. Offerors must be determined technically acceptable and pricing must be determined fair and reasonable. The Government intends to award **multiple contracts** based on offers received in each item category (Carbonated and/or Non-Carbonated). Each contract, regardless of offeror’s choice of Carbonated and/or Non-Carbonated category or both categories serviced must include all customer locations (Land and Ships Customers in the Continental United States (CONUS) and Alaska, Hawaii and Guam. All contracts will be for a 15-month period or \$7,000,000.00 total combined, whichever comes first. Failure to indicate acceptance by annotating offered unit prices (which will be evaluated on a gallon per gallon basis), as described in the Schedule of Items, may be deemed as non-acceptance of the terms and conditions, and may result in rejection of the offeror’s entire proposal. An exception to this would be not providing a unit price for the line item that includes Touch Screen Dispenser equipment.

All products must be produced and manufactured in the United States in accordance with DFARS 252.225-7012.

OFFERORS ARE CAUTIONED TO TAKE EXTREME CARE WHEN PREPARING PROPOSALS IN RESPONSE TO THIS SOLICITATION. ALL TERMS AND CONDITIONS SHOULD BE REVIEWED CAREFULLY. ITEM DESCRIPTION/SPECIFICATIONS AND SPECIFIC DELIVERY LOCATIONS ARE LISTED IN THIS SOLICITATION. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO ADD OR DELETE CUSTOMERS OR ITEMS AS MILITARY NEEDS CHANGE.

\*\*\* FIRMS CAN OFFER ON ONE OR BOTH BEVERAGE CATEGORIES (CARBONATED / NON-CARBONATED), AND MUST BE ABLE TO DELIVER TO ALL CUSTOMERS IN EACH SPECIFIC CUSTOMER GROUPING (E.G. LAND AND SHIPS CUSTOMERS IN THE CONTINENTAL UNITED STATES (CONUS) AND ALASKA. CARBONATED BEVERAGES INCLUDE ANY CARBONATED PRODUCTS SUCH AS



COLA, DIET COLA, LEMON-LIME SODA, ETC. NON-CARBONATED BEVERAGES INCLUDE ANY NON-CARBONATED PRODUCTS SUCH AS ICED TEA, SPORTS DRINKS, FLAVORED WATERS, JUICE BEVERAGES THAT CONTAIN LESS THAN 100% FRUIT JUICE, WITH THE EXCEPTION OF CRANBERRY JUICE COCKTAIL OR CRANBERRY BLEND JUICE COCKTAILS WHICH CAN CONTAIN A MAXIMUM OF 20% FRUIT JUICE AS PER 21 CFR PART 101.30. JUICES, DEFINED AS CONTAINING 100% JUICE EXCEPT FOR CRANBERRY (I.E., 21% OR HIGHER JUICE CONCENTRATION), IS NOT COVERED UNDER THIS SOLICITATION NOR WILL IT BE PROVIDED UNDER ANY CONTRACTS ISSUED UNDER THIS SOLICITATION. \*\*\*

The Government intends to award to the responsible offeror(s) that conform to the solicitation requirements, and that offer fair and reasonable prices as determined by the Contracting Officer. The Government expects to make multiple awards. After awards, DLA customers will have the flexibility to choose among the successful contractors for Carbonated and/or Non-Carbonated item categories or both. In choosing a contractor to supply its Bag-In-Box beverage needs, customers are expected to consider price, flavor selection, service, and other factors. Customers may also choose to switch suppliers among the successful offerors during contract performance. Further details on switching suppliers is available under Statement of Work, section I, paragraph 7.

In accordance with FAR 4.1103, it is mandatory that in order to do business or continue to do business with any DoD Agency, vendors/offerors must be actively registered in the System for Award Management (SAM). For registration information or assistance, visit the SYSTEM FOR AWARD MANAGEMENT website <https://www.sam.gov>

See Also “Deliveries and Performance” section under STATEMENT OF WORK.

Taking exception to any of the terms and conditions of the solicitation may deem your proposal technically unacceptable and may preclude consideration for award. An exception to this would be providing a unit price to the line item for Touch Screen Dispensers.

The requirements for Clause 52.222-37 (see Addendum to FAR 52.212-5), Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100."

**\*\*\*ALL OFFERORS ARE REQUIRED TO SUBMIT A COPY OF THEIR CURRENT WHOLESALE PRICE LIST OR OTHER DOCUMENTS CONTAINING COMMERCIAL PRICING INFORMATION WITH THEIR OFFER. \*\*\***

**\*\*\*PROPOSED PRICES SHALL BE FOB DESTINATION ONLY\*\*\***

**\*\*\*In order to accommodate the Government’s ordering system (Subsistence Total Order and Receipt Electronic System -STORES), unit prices are limited to a maximum of 2 places after the decimal point (reference Clause DLAD 52.214-9008 “Rounding Off of Offer and Award Price”). \*\*\***

**INSTRUCTIONS FOR COMPLETING THE COMPANY  
INFORMATION/SCHEDULE OF ITEMS ON ATTACHED  
EXCEL SPREADSHEET**

**For instructions on completing the below information see attached Excel Spreadsheet tab titled “Instructions”**

**Please see attached Excel Spreadsheet tab titled “Company Information” and complete the required information.**

- Company name and address, cage code, DUNS number, and Authorized Negotiator information
- Customer Service Points of Contact
- Ordering Capability and Points of Contact for Ordering and Invoicing/Payment
- Provide a Local Bottler Contact List with your offer
- Provide a copy of your company's current Wholesale Price list or other documents containing Commercial Pricing information. (NOT in the Excel spreadsheet BUT as an attachment to your offer).

**\*OFFERORS MUST SUBMIT PRICING ON AT LEAST ONE OF THE CATEGORIES\***

Please see attached Excel Spreadsheet tab titled “Bag-In-Box - Schedule of Items” and complete the required information.

- Schedule of Items - Unit Price, which is the price per gallon (TWO decimal places only)

Please see attached Excel Spreadsheet tab titled “Flavors –Category Description” and complete the required information.

Full Item Description for each item (BEV BASE, COLA, \_\_\_\_\_ (Brand)  
name of the product, 5-GAL BIB)

- Product Code for each item

**FAILURE TO CORRECTLY AND COMPLETELY PROVIDE THE INFORMATION ABOVE COULD LEAD TO YOUR COMPANY’S BID BEING CONSIDERED NON- RESPONSIVE AND IT WILL NOT BE EVALUATED FOR AWARD. PROVIDING THIS INFORMATION IS NOT OPTIONAL, IT IS REQUIRED.**

An exception to this would be not providing a unit price for the line item that includes Touch Screen Dispenser equipment.

If you have any questions, please contact the Contracting Officer that is associated with this procurement. Contact information is provided below for your convenience.

Contract Specialists:

Sonny Cosmas  
(215) 687-7851  
[sonny.cosmas@dla.mil](mailto:sonny.cosmas@dla.mil)

Contracting Officer/  
Branch Chief SMSG

Timothy Dlugokecki  
(267) 588-6763  
[Timothy.Dlugokecki@dla.mil](mailto:Timothy.Dlugokecki@dla.mil)

### **Caution - Contractor Code of Business Ethics**

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

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

**???? DID YOU REMEMBER TO: ????**

<b>Number</b>	<b>Reminder</b>	<b>Check</b>
1	Complete and sign SF1449 as required?	
2	Sign and return any/all amendments?	
3	Complete the Cage Code and DUNS number?	
4	Forward your proposal and Schedule of Items w/pricing via email to the Contracting Officer and Contract Specialist?	
5	Complete and return “Company Information”; “Bag-In-Box - Schedule of Items”; “Flavors–Category Description” on the formatted spreadsheets in accordance with the instructions? <b>Electronic copy of Instructions shall be submitted as Excel Spreadsheet along with offer.</b>	
6	Read Addenda: 52.212-1 (Instructions to Offerors – Commercial Items), 52.212-2 (Evaluation – Commercial Items), and 52.212-4 (Contract Terms and Conditions–Commercial Items) very carefully to assure you prepare your Non-Price and Price Proposals in accordance with the evaluation criteria?	
7	Fill in Place of Performance (FAR 52.215-6)?	
8	Submit your best offer?	
9	Submit a copy of current Wholesale Price List?	
10	Check your calculations for accuracy on your Price Proposal/Excel Spreadsheet-Schedule of Items?	
11	Identify your authorized negotiators as required? Identify negotiator?	
12	Complete solicitation fill-ins at: 52.212-3 -- Offeror Representations and Certifications Commercial Items?	

## STATEMENT OF WORK

### **I. SUPPLIES / SERVICES / PRICES**

#### **1. INTRODUCTION**

- A. The Defense Logistics Agency Troop Support (DLA Troop Support) intends to enter into and establish Indefinite Quantity/Indefinite Delivery type contract(s) for the supply and direct delivery of Carbonated and Non-Carbonated beverage products for the customers supported by this solicitation.
- B. This is an unrestricted acquisition for Beverage Base (Bag-In-Box Carbonated, Non-Carbonated, Electrolyte and Juice Drinks containing  $\leq 20\%$  Juice) for delivery to DOD and non-DOD customers and Navy/Coast Guard Ships in the Continental United States (CONUS), Hawaii, Alaska and Guam. In addition to Bag-In-Box products, successful offeror(s) will supply the necessary dispensing equipment and CO<sub>2</sub>. (Exception: Navy customers will order CO<sub>2</sub> separately due to funding issues specific to the Navy.)
- C. The resultant contract(s) will be Fixed Price Indefinite Quantity Contract(s) (IQC) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)).
- D. The resultant contract(s) expected performance period is December 28, 2021 through March 27, 2023. The contract period will be for fifteen (15) months or Seven Million dollars (\$7,000,000.00) whichever comes first.

**NOTE: Offering on at least one category is mandatory.**

E. Items will be routinely delivered in accordance with electronic orders (**Subsistence Total Order and Receipt Electronic System -STORES**) placed by individual customers. The current delivery schedule for each location is set forth on pages 28-88. Delivery on all products is required via commercial delivery vehicle and shall be in accordance with standard commercial practice.

F. Award(s) will be made based on the fair and reasonable price determination of proposals meeting all terms and conditions of this solicitation. Awardee(s) will be responsible for delivering a full line of Bag-In-Box beverage products for each customer. Multiple awards may be made. In the event of multiple awards, individual DLA customers will have the option to choose among the successful contractors. Customers are expected to make that determination considering factors such as price, flavor selection, flavor preference, etc.

2. **CONTRACT MINIMUM/MAXIMUM**

A. The guaranteed minimum will be \$2,000 for each resultant contract under this solicitation. During contract performance, customers will be free to choose which awardee(s) they will use. Contract award does not guarantee sales above the aforementioned guaranteed minimum.

B. The maximum ceiling on the resultant contracts is fifteen (15) months or Seven Million dollars (\$7,000,000.00) whichever comes first. The maximum value is inclusive of the total requirement and the total value of all contracts to be awarded will not exceed \$7,000,000.00 or 15 months.

3. **PRICING**

- A. Contract prices will be firm fixed unit price for all items within a category of items (Carbonated and/or Non-Carbonated) for the contract period of fifteen (15) months or Seven Million dollars (\$7,000,000.00) whichever comes first. The Unit Price is the price that is charged for a product delivered to a DLA customer. Prices are to be submitted by Gallon. Contractor (s) will supply commercially standard Bag-In-Box sizes (2.5-, 3-, or 5-gallon BIBS) priced according to the awarded gallon price.

**Note: As long as 5 individual Bag-In-Box (BIB) products per purchase order minimum is met, Carbon Dioxide (CO2) containers will be provided to the customer at no charge.**

**Note: Offering Multiple Unit Prices for the same line item are not permitted, except when providing pricing for the touch screen equipment option**

- B. Line items must be available on the STORES catalog in order to be ordered and delivered. Items not on the STORES catalog cannot be ordered from the contractor, and the contractor shall not deliver items that are not on the electronic catalog. Payment **will not** be made for items not appearing on the catalog at time of order.
- C. For the subject acquisition, the Government intends to evaluate offers and award contract(s) without discussions. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if necessary. Negotiations may include phone, email, facsimile transmission, letter, and face to face meetings. However, any information provided during negotiations, including changes to the initial offer, must be submitted in writing and transmitted to email by the time and date specified at the time of Final Proposal Revisions. Information not submitted to email by the specified date and time may not be considered by the Government during final negotiations.

4. **SCHEDULE OF ITEMS**

- A. In lieu of specific beverage products, this solicitation includes categories of items (Carbonated and Non-Carbonated) annotated with flavors commonly available commercially. Offerors will specify their specific flavors/products for each category. The precise schedule or list of items will be determined according to the specific flavors/products proposed by the offeror and awarded by the Government.

The electronic catalog will be established in the Subsistence Total Order and Receipt Electronic System (STORES) and will be comprised of individual stock numbers and nomenclatures for each of the awarded flavors/products. The Government may add, delete, or replace items on the contract as customer needs change in accordance with DLAD 52.216-9006 ADDITION/DELETION OF ITEMS (August 2005). The price of an added line item will be the same as the contract price for the item category corresponding to the new item. (For example, the post-award addition of a new carbonated soda flavor will be priced at the carbonate category price.) Items will be added to the contract and STORES catalog upon written agreement between the contractor and Contracting Officer.

- B. Additional line items and associated quantities may not increase the combined value of the contracts above the maximum of Seven Million dollars (\$7,000,000.00).
- C. A written request must be submitted to the Contract Specialist/Contracting Officer to process a modification to remove an item from the contract catalog.

## **5. ADDITIONAL CUSTOMERS**

A. The Government reserves the right to add DoD and non-DoD customers at no additional cost, based on a written mutual agreement specified between DLA Troop Support and the Vendor.

B. The set-up period to include site survey and equipment installation for new customers will be a maximum of 14 days after written agreement.

C. Anticipated quantities/ sales from new customers may not exceed the contract maximum.

D. Additional customers are limited to those that receive Federal funding.

E. The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award by way of formal modification.

## **6. CONTRACTING AUTHORITY**

- A. The DLA Troop Support Contracting Officer is the only person authorized to approve changes to or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such changes.

## **7. SWITCHING CONTRACTS**

A. If multiple Bag-In-Box contracts are awarded, individual DLA customers may choose to switch BIB contractors at any time after an initial 12-month period; customers may not switch from one supplier to another more than once per 12 months. A customer may switch contractors by providing a minimum of 30 days' notice to the current servicing contractor as well as the Contracting Officer or a lesser timed notice so long as it is mutually agreed to between the customer and the contractor. The outgoing contractor must remove its dispensing equipment from the premises as soon as possible after a switch in contractors. The Government will not be responsible for dispensing equipment that is not picked up by the vendor. The notification for switching vendor must be done in writing by the customer to the Contracting Officer.

## **8. BEVERAGE DISPENSING EQUIPMENT**

The contractor(s), at no charge to the Government, shall furnish mechanically refrigerated standard dispensing equipment suitable for use with its Bag-In-Box products. Sufficient machines/dispensing heads shall be supplied to accommodate the specific requirements of the dining facility in which they are installed. The number of dispensers per dining facility will be determined at the time of installation based on individual dining facility's needs.

A. For all item categories (Carbonated and Non-Carbonated): The contractor(s) shall furnish the dispensers and all equipment, material, and labor required to furnish, install, maintain, and remove the same. During installation the Contractor(s) shall furnish adequate instruction in the use of each system, including connection and disconnection of the syrup and carbon dioxide (CO<sub>2</sub>) containers, to the dining facility personnel in each dining facility serviced as a result of this solicitation. Note: Navy customers will order CO<sub>2</sub> separately due to funding issues specific to the Navy; Contractor(s) shall still furnish adequate instruction in the use of each system.

B. Any equipment or material furnished for the purpose of dispensing these beverages shall remain the property of the contractor.

C. The contractor will provide a technically qualified service representative who will install, service, and repair as required. In the event of problems/issues with dispensing equipment, contractors shall use reasonable efforts to provide emergency service. If same-day service cannot be accomplished, the problem must be addressed within one business day after notification of the issue.

D. The contractor(s) shall maintain all reusable CO<sub>2</sub> containers and equipment in a sanitary condition and in a good state of repair and working order. At the time of each delivery, the Contractor(s) shall remove from the premises of the Government all empty reusable CO<sub>2</sub> containers, unless the Contracting Officer grants permission in writing for less frequent removal. The Government shall not be liable for any damage to, or loss or destruction of containers and equipment furnished by the contractor(s).

E. Where dispensers are Government-furnished, the contractor(s) shall furnish CO<sub>2</sub> and maintenance and repair and service of the equipment, but not spare parts. Upon the request of the covered customer, the contractor(s) will furnish a list of recommended spare parts for storage by the Government. In the event of a service issue, if the Contractor is unable to restore the equipment to proper working order, the customer will have the option to get a contractor approved post-mix dispenser or ancillary equipment.

F. All management, labor, transportation, and supplies required to repair and maintain Contractor



equipment shall be the sole responsibility of the contractor.

- G. A new line item adding Touch Screen Dispensers will have the same requirements as those listed above paragraphs A thru G, except that the vendor is not required to provide this type of dispensing equipment.

**9. DUAL POUR CUSTOMERS**

- A. Some customers may require “dual pour”, in which two or more contractors provide product to enhance customer choice. Each contractor will be responsible for maintaining and servicing their equipment.
- B. CO2 must be ordered from the same supplier that is providing the ordered product. For example, Contractor “A” will provide pricing to fulfill order needs only for Contractor “A” products. Customers may not utilize CO2 from one contractor for products from another Contractor. DLA Troop Support will not be responsible for any charges stemming from CO2 that was ordered and/or used from the incorrect supplier.
- C. There shall be no price adjustment made if customers decide to utilize “dual pour”.
- D. Services and maintenance required must be received from the correct and appropriate supplier. If wrong supplier is dispatched by the customer for service or maintenance needs, DLA Troop Support will not be responsible for the charges incurred.

**10. MINIMUM ORDER QUANTITY**

- A. The minimum requirement is 5 individual Bag-In-Box (BIB) products per purchase order. Standard sizes include 2.5 gallons, 3 gallons and/or 5 gallons. For purposes of the minimum order quantity, individual BIB size does not matter. Minimum order is any size/flavor combination of 5 BIBs. This is true if customers are ordering from a single contractor or multiple contractors (i.e., “dual pour” - for example, 5 Beverage-In-Box products must be ordered from Contractor “A” and 5 Beverage-In-Box products must be ordered from Contractor “B”).

**Orders falling below the minimum are not required to be honored by contractors.**

**II. PACKAGING AND LABELING**

- A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. Standard commercial markings for individual packages will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading, and durable.

- C. All items must be adequately protected at all times and inclement weather.

### III. INSPECTION AND ACCEPTANCE

#### 1. Point Of Inspection And Acceptance

- A. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of products before proceeding to any other designated delivery point.
- B. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Medical Personnel, or Contracting Officer.
- C. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.
- D. The authorized inspector at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the delivery driver. A signature on the delivery ticket/invoice denotes acceptance of the product.
- E. Title of all products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected at final delivery point. All deliveries shall be FOB Destination to the end user delivery points. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charge involved in the actual delivery of the supplies to the final destination. The Contractor shall pay and bear all charges to the specified point of delivery. For complete definition of FOB destination, see FAR 52.247-34, "FOB Destination."
- F. Security Clearance: Many bases currently require enrollment in Rapid Gate and will not allow entry without **Rapid Gate or other similar security clearance**. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in Rapid Gate or another security program is required for access to each location. If Rapid Gate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have Rapid Gate or comparable clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for Rapid Gate enrollment and must ensure that a Rapid Gate enrolled driver is available for all deliveries. We currently estimate that Rapid Gate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of Rapid Gate or other security enrollment may vary, so the contractor should contact Rapid Gate to determine its own costs. If more than one driver is required, Rapid Gate enrollment must be obtained for each driver. Note that enrollment can take several

weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in Rapid Gate is encountered during the implementation period, the contractor **MUST** contact Rapid Gate and/or the Security Officer at the applicable customer locations to resolve any issues with processing Rapid Gate enrollment so that the contractor will be able to deliver as required. For additional information regarding Rapid Gate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

## 2. PRODUCT QUALITY

**Note: Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:**

- A. Contractor is required to deliver fresh product with a shelf life of no less than 60 days.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

## 3. CONTRACTOR QUALITY PROGRAM

**The contractor should develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:**

- Product quality is standardized;
- First-In, First-Out (FIFO) principles are used;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved, and corrective action is initiated;
- Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- EPA and OSHA requirements are complied with;
- Salvaged items or products shall not be used.

The vendor is responsible to contract for independent third-party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third-party audits are to take place annually and submitted to the contracting officer within 30 days calendar days of completion of audit. The vendor must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The vendor is to submit a copy of each third-party warehouse audit conducted in accordance with Global Food Safety Initiative (GFSI) schemes (i.e., SQF, BRC, IFS, FSSC, GLOBAL GAP. and BAP and Canada GAP certification, other state or federal sanitation inspections) to the contracting officer prior to

contract award. Failure to submit timely and complete audit reports may result in termination of the contract (Third party warehouse audits exclude Government agency audits). The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

**4. WAREHOUSING AND SANITATION PROGRAM /STORED PRODUCT PEST MANAGEMENT**

The contractor and all of its subcontractors shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices; the Federal Insecticide, Fungicide and Rodenticide Act; the Food, Drug, and Cosmetic Act of 1938; and all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

**5. CONTRACTOR QUALITY AUDITS**

The Government may conduct formalized audits to verify the vendor's adherence to the contract requirements and the quality of product being supplied under any resultant contract.

**6. RECALL PROCEDURES REQUIREMENTS**

In the event that a product recall is initiated by the USDA, vendor, supplier or manufacturer, the vendor shall follow the procedures as outlined below:

- A. Immediately notify the following personnel:
  - a. Customers that have received the recall product
  - b. DLA Troop Support Contracting Officer
  - c. DLA Troop Support Account Manager
  - d. DLA Troop Support Consumer Safety Officer at 215-737-2678
- B. Provide the following information to the DLA Troop Support Consumer Safety Officer:
  - a. Reason for recall
  - b. Level of recall, i.e., Type I, II or III
  - c. Description of product
  - d. Amount of product
  - e. List of customers that have received product
  - f. Name and phone number of responsible person (Recall Coordinator)
- C. The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.
- D. At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

## **7. FOOD DEFENSE/FORCE PROTECTION**

- A. DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. Such precautions are designed to provide for Food Defense as described by the Food & Drug Administration (FDA) at [www.fda.gov/Food/FoodDefense/](http://www.fda.gov/Food/FoodDefense/).
- B. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

## **8. WARRANTIES**

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) “Warranty” contained in the solicitation.

## **9. REJECTION PROCEDURES**

- A. If product is determined to be defective, damaged, compromised in any other manner or simply the wrong item delivered it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.
- B. When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.
- C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

- D. If an item is rejected at the time of delivery for any of the above reasons, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line-item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

#### IV. ORDERING AND DELIVERIES & PERFORMANCE

##### 1. TERMS OF INDEFINITE QUANTITY CONTRACT

The contract period will be for fifteen (15) months or Seven Million dollars (\$7,000,000.00) whichever comes first.

##### 2. DELIVERY INSTRUCTIONS

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. During installation the Contractor(s) shall furnish adequate instruction in the use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers, to the dining facility personnel in each dining facility serviced as a result of this solicitation. **Note:** Navy customers will order CO2 separately due to funding issues specific to the Navy. After installation, customers will be responsible for the routine use of each system, including connection and disconnection of the syrup and carbon dioxide (CO2) containers.
- C. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Schedule /Points).
- D. Contractor will be required to make delivery within 48 hours or 2 business days of receipt of order. **Saturdays, Sundays, and Holidays are not considered business days.** If a Saturday or Sunday is the second business day after receipt of an order, the contractor has until the next business day to make delivery. If a holiday is the second business day after receipt of an order, the contractor has until the next business day to make delivery.
- E. At no time is a contractor permitted to change the delivery schedule. Only the DLA Troop Support Contracting Officer is permitted to make changes to the delivery schedule.
- F. At certain military installations, the contractor will be required to submit invoices to a location other than the actual delivery point.
- G. On occasion, contractor may be required to make deliveries to special delivery points when product needs to be airlifted or loaded onto ocean carriers.

### 3. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

**NOTE:** CONTRACTOR’S DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINTS AS DESIGNATED FOR INSPECTION OF HIS/HER PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINT.

### 4. NO SUBSTITUTIONS

Orders will be filled on a “fill or kill” basis. **If an item is not available, the contractor is not to substitute an item.** Instead, they will advise the customer as soon as possible that the item is not available and suggest an alternate item from among the existing contract line items (STORES catalog). The customer may then choose to submit a separate purchase order for the identified item(s). For any items not filled at delivery, the customer must input unfilled items as a zero-quantity receipt in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.

### 5. HOLIDAYS

A. All orders are to be delivered on the specified required delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

New Year’s Day	Memorial Day
Martin Luther King’s Birthday	Independence Day
President’s Day	Labor Day
Columbus Day	Veteran’s Day
Thanksgiving Day	Christmas Day

NOTE: Holidays falling on a Saturday are observed on the preceding day (Friday); holidays falling on a Sunday are observed the following day (Monday).

B. List below any additional holidays observed by your firm, which require closing. Also specify your policy for celebrating holidays that fall on Saturday or Sunday:

### 6. EMERGENCY ORDERS

- A. In order to adequately support an emergency order, the vendor must have the ability to provide “same day service” to a customer that is experiencing an emergency situation.
- B. The contractor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The contractor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number, e-mail address and/or pager number, to the customers.

## 7. AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions:
  - a. Products shipped in error;
  - b. Products damaged in shipment;
  - c. Products with concealed or latent damage;
  - d. Products that are recalled;
  - e. Products that do not meet shelf-life requirements;
  - f. Products that do not meet the minimum quality requirements;
  - g. Products delivered in unsanitary vehicles;
  - h. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

## 8. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

## 9. DELIVERY

- A. A delivery ticket will accompany each delivery. It is **mandatory** that the Delivery Ticket include the below information:
  - Customer/Recipient signature; **MUST BE CLEAR AND LEGIBLE**
  - Contract Number;
  - Call Number;
  - Purchase Order Number;
  - Contract Line Items listed in numeric sequence (also referred to as CLIN order);
  - DODAAC;



- Item Nomenclature;
- LSN or NSN;
- Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
- Clearly identified and annotated changes on all copies;
- Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
- Required Delivery Date (RDD) i.e., 5/23/2021.

B. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.

- a. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- b. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

## 10. SITE VISITS

Offerors are urged and expected to inspect installations to familiarize themselves with the locations of the delivery points and conditions under which deliveries will be required.

## 11. ORDERING SYSTEM

### A. Subsistence Total Order and Receipt Electronic System (STORES)

- 1) STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e., Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.
- 2) Customers will be able to order all of their Soda requirements through STORES.
- 3) Initially, a copy of the STORES Orders will be transmitted via FAX (only Fax Vendor) from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
- 4) EDI capability is not a requirement for award under this solicitation. However, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
  - Catalog (Vendor to DLA TROOP SUPPORT)
  - Purchase Order
  - Functional Acknowledgment
  - Receipt
  - Invoice (optional at this time)

- 5) It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).
- 6) Unit prices must be formatted no more than two (2) places to the right of the decimal point.
- 7) Any EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 5 gallon of Cola would be described as "BEV BASE, COLA, 5-Gal BIB"

## 12. ORDER PLACEMENT

A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on **Section 5-A Holidays on page 20**.

A. The vendor **MUST** notify the customer within 24 hours after order placement, when there is non-availability of an item or items. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall advise the customer of its Not-in-Stock position so that the customer can go in **STORES** to adjust the receipt.

B. There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

C. All pricing is effective at the time order is submitted.

### 13. **PURCHASE ORDER**

There shall only be one invoice per purchase order. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

### 14. **STORES (Subsistence Total Order and Receipt Electronic System)**

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that MUST be mirrored on the vendor's invoice. The information may have to be handwritten on the invoice. Please ensure the information is correct and legible. Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

**DFAS BVDP (SL4701)  
P.O. Box 369031  
Columbus, Ohio 43236-9031**

### 15. **INVOICING / PAYMENTS**

#### **Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange:**

All suppliers are required to process invoices electronically. An electronic invoicing system expedites payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing timelier and cost-effective ways of information exchange. DLA Troop Support, Subsistence is migrating towards more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency has undergone an Enterprise Business Systems (EBS) initiative. This EBS initiative will change the way you currently invoice. EBS conforms to a strict adherence of detailed line-item payment in concert with the order. Manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery. Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices.

#### **Invoicing:**

A. All parties shall comply with the following invoicing requirements:

Acceptable methods of Invoicing include:

- a. If your company is able to exchange information electronically through American National Standards Institute (ANSI) X12 format, we could set your company up as an Electronic Data Interchange (EDI) vendor immediately, being able to receive orders and send invoices electronically.

b. There are companies available who, for a fee, will turn flat files into EDI Invoices (810 transactions).

c. The STORES/EBS Reconciliation (Recon) Tool web application is used to submit invoices electronically. This tool is only for vendors that have a DLA TROOP SUPPORT contract and are invoicing using the 810-transaction set. This system can be found on the DLA TROOP SUPPORT web page for Subsistence, [https://www.stores.dla.mil/stores\\_web/default.aspx](https://www.stores.dla.mil/stores_web/default.aspx). A User ID and Password would be issued after properly registering for the site. This application allows visibility on the website for receipts by the customers. After review of the receipt and, if in agreement, simply type in an invoice number to submit the invoice to DFAS. This receipt information is available at this website for 180 days. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to the appropriate DLA Troop Support Account Manager, who will work at resolving the differences; however, **the customer must make the corrections electronically**. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. **Vendors are required to utilize the system at least once a week**. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If additional information is needed on electronic or alternate electronic invoice processing contact the appropriate DLA TROOP SUPPORT Account Manager or Contract Specialist/Officer for the region in question or use the Recon Training Tool.

**Individual delivery orders shall be invoiced within 5 days from the actual date of delivery.**

All invoicing for payment is to be submitted electronically using the STORES/EBS Reconciliation (Recon) Tool website from the DLA Troop Support Subsistence Home Page. No paper invoices shall be submitted to DFAS for payment.

**\*\*ONE OF THE ABOVE METHODS MUST BE USED AS PAPER INVOICES ARE NO LONGER A VIABLE OPTION. THIS IS A CONDITION FOR CONTRACT AWARD\*\***

B. To create an account for the STORES/EBS Reconciliation (Recon) Tool invoicing website all vendors shall obtain the following:

- a. Public Key Interface (PKI) certificate for EACH individual that will have access to the DLA Troop Support Reconciliation Tool.
- b. External Certificate Authority certificate (ECA) for EACH individual that will have access to the DLA Troop Support Reconciliation Tool.
  1. Begin at [https://www.stores.dla.mil/acct\\_mgr\\_tool/Login.asp](https://www.stores.dla.mil/acct_mgr_tool/Login.asp).
  2. Select New Account Request Form and follow the instructions on completion and submission.
  3. After registration, you will receive a Username and Password to access data from your contract.

C. Each delivery will be accompanied by the contractor’s delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall print and sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.

D. Every Invoice shall contain the following information in a **CLEAR and LEGIBLE** manner in which DoD Finance personnel will accept its legitimacy:

1. Customer/Recipient signature;
2. Contract Number;
3. Call Number;
4. Purchase Order Number;
5. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
6. DODAAC;
7. Item Nomenclature;
8. LSN or NSN;
9. Quantity purchased per item in DLA TROOP SUPPORT’s unit of issue;
10. Clearly identified and annotated changes on all copies;
11. Total dollar value of each invoice (reflecting changes to the shipment, if applicable);
12. Required Delivery Date (RDD) i.e., 05/12/2021.

A sample STORES order is illustrated below for informational purposes only. The information indicated in the five elements below is required to be identified on the vendor’s invoice in order for the vendor to be promptly paid by DFAS. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice.

**SAMPLE OF SENT ORDER DETAILS**

Purchase Order Number:	W81YMG13060865
Contract Number:	SPM30012DW500
Vendor:	VENDOR NAME
Call Number:	0006
Ordering Point:	W81YMG
Ship To DoDAAC:	W81YMG
RDD:	5/3/2012
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DLA TROOP SUPPORT		Order Qty	Receipt Qty	Cost	Proj Code	
			Part Number					U/I	Price					
<input type="checkbox"/>	19	FT1234913203	892001E114646 24415		BREAD, WHITE, FRESH, PAN BAKED, SANDWICHED ENRICHED 16 OZ PG	PG	1	PG		\$1.13	12		\$13.56	
<input type="checkbox"/>	21	FT123490913206	892001E119580 1220		ROLLS, HAMBURGER, FRESH, SLICED WHITE, W/ SESAME SEEDS, 12 PER 23 OZ PG	PG	1	PG		\$1.88	10		\$18.80	
<b>Total:</b>												<b>\$52.16</b>		

E. Every Purchase Order must have a corresponding Invoice. There **SHALL NOT** be any instance where two (2) Purchase Orders correspond to one (1) Invoice or where one (1) Purchase order corresponds to two (2) Invoices.

F. If a delivery requires adjustment, both the customer/recipient AND the delivery driver shall make an annotation on the Invoice face and BOTH shall print and sign the Invoice indicating agreement. The RECON Tool Receipt will then be adjusted accordingly by the customer/recipient and the RECON Tool Invoice will be adjusted accordingly by the Vendor.

G. All invoices must be “clean”, i.e., all debits and/or credits must be reflected on the invoice prior to its submission.

H. The STORES/EBS Reconciliation (Recon) Tool must be updated no less than once a week to ensure proper Invoicing and timely payments.

I. Delivery drivers **SHALL NOT** deliver items that do not appear on the purchase order or substitute items requested with items that do not appear on the purchase order.

## 16. **PAYMENT**

A. DFAS Columbus is the payment office for this acquisition. Customers are to place orders electronically through the DLA TROOP SUPPORT ordering system STORES.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 “Contract Terms and Conditions – Commercial Items”, appearing in the section of this solicitation entitled “Contract Clauses”.

C. 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.

D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.088 must be rounded up to \$1.09.

F. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e., check, if the need arises. Refer to Clause 52.232-33 “Mandatory Information for Electronic Funds Transfer Payment”.

G. VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT:  
<https://myinvoice.csd.disa.mil/index.html>

## 17. CONTRACT ADMINISTRATION DATA

A. Administration of the contract will be administered by DLA TROOPSUPPORT in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product changes and delivery changes.

C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.

## 18. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA Troop Support contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit the contract if he/she discovers that the successful Contractor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

### Financial Improvement Audit Readiness (FIAR) Policy

FIAR Policy requires all vendors to ensure that each customer sign, date and circle each receipt/invoice for every shipment made. Customer signatures, acquired by the vendor, from on board CS, DSO or duty station AOR, must be clearly legible.

For all receipts/invoices - **Manual signatures must be provided by each customer - this is mandatory.** Electronic signature(s) for each receipt/invoice (via handheld gadget or otherwise) is not authorized and will not be processed for payment to the vendor. Vendor shall ensure that customer receives an official hard copy document of each completed receipt/invoice.

There is a possibility that vendors will need to allow for more time in between deliveries to allow receipt/invoices to be in FIAR compliancy, before they turn them into FLC for processing in STORESWEB.

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Company Representative Name

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Signature & Date

**SCHEDULE OF DELIVERIES FOR MILITARY CUSTOMER****SPE300-21-R-0013 BAG-IN-BOX BEVERAGE**

CGFL02	PORT OF MIAMI, FL
CGVA01	COAST GUARD PORTSMOUTH
N00204	NAS PENSACOLA
N68836	FISC MAYPORT
W31NWU	FORT RUCKER AVIATION CENTER
W33BRC	FT. BENNING
Z46900	USCG ISC MIAMI BEACH, FL
1622EG	EMC/BLEUE RIDGE JOB CORPS CENTER
1623L3	SOUTH BRONX JOB CORPS CENTER NY
1631LP	POTOMAC JOB CORPS CENTER
1631LV	POTOMAC JOB CORP
1632F1	WOODLAND JOB CORPS
1633E5	OLD DOMINION JOB CORPS
169344	SIERRA NEVADA JOB CORPS
709JAT	EL CENTRO DETENTION CTR
CGCA05	PORT OF SAN PEDRO, CA
CGCT01	PORT OF NEW LONDON, CT
CGLA01	PORT OF NEW ORLEANS, LA
CGMA02	PORT OF CAPE COD, MA
CGNY01	PORT OF NEW YORK, NEW YORK
CGOR01	PORT OF PORTLAND, OR
CGTX02	PORT OF GALVESTON, TX
CGVA01	COAST GUARD PORTSMOUTH
CGVA02	USCG LITTLE CREEK
CGWA01	PORT OF SEATTLE, WA
CTFJOR	US NAVY SUPPORT JORDAN



FB6071	CONNECTICUT AIR NATL GUARD
FB6091	FLORIDA AIR NATIONAL GUARD JACKSONV
FT4425	MALCOM GROW MEDICAL CTR, MD
FT4600	E.B. HOSPITAL DINING HALL
FT4852	MIKE OCALLAGHAN FEDERAL HOSPITAL
FT6122	182ND AIR NATIONAL GUARD
FT6151	KANSAS NATIONAL GUARD 184TH SVF/SV
FT6171	159TH LOUISIANA ANG
FT6181	101 ST SVF NATIONAL GUARD (AF)
FT6202	102 FORCE SUPPORT FLIGHT SUSTAINMEN
FT6291	NEW HAMPSHIRE AIR NAT GUARD, NH, ME
FT6323	109TH AIR WING ANG
FT6355	180TH FW
FT6381	PITTSBURGH ANG, 171 SERVICES FLIGHT
FT6441	UTAH AIR NATIONAL GUARD, UT
FT6476	CAMP MURRY AIR NATIONAL GUARD
FT6481	WEST VIRGINIA NATIONAL GUARD
FT6491	WISCONSIN ANG BASE, 128TH ANG UNIT
FT6608	NORTHERN CA REGION
FT9011	MAXWELL AIRMENS DINING FACILITY
FT9017	SHAW AFB
FT9023	LANGLEY EAGLE ROOM
FT9025	ANDREWS AFB, MD - 89 SVS (FOOD)
FT9029	FT. MEADE, MD - HOUSE OF FIVE HATS
FT9036	NELLIS AFB, NEVADA
FT9039	CREECH AFB
FT9044	DINING FACILITY EDWARDS AFB, CA
FT9047	SAN ANTONIO, TX
FT9051	17TH SERVICES GOODFELLOW AFB, TX
FT9063	FAIRCHILD AFB WARRIOR DFAC, WA
FT9073	LACKLAND AFB 37 SVS SVMF DIN FAC

FT9082	FOOD SERVICE STAFF OFFICE
FT9084	MCCHORD AFB, WA.
FT9088	NIGHTINGALE INN SCOTT AFB, IL
FT9092	TROOP SUPPORT TRAVIS AFB, CA
FT9093	OZARK INN WHITEMAN AFB, MO, KS
FT9095	SHEPPARD AFB
FT9100	PETERSON AFB, CO
FT9106	SCHRIEVER AFB
FT9107	USAF ACADEMY HIGH COUNTRY INN
FT9110	TINKER AFB, OK
FT9118	DYESS AFB, TX.
FT9130	OFFUTT AFB
FT9134	RAY VAN HENSMAN DIN FAC, AZ
FT9136	DINING FAC. KIRTLAND AFB, NM
FT9139	TROOP SUPPORT BEALE AFB, CA
FT9140	CANNON AFB - PECOS TRAIL DFAC
FT9141	DESERT INN -DAVIS MONTHAN AFB, AZ
FT9142	DAVIS MONTHAN AFB ROAD RUNNER
FT9144	HOLLOMAN AFB (MIL)
FT9149	LITTLE ROCK AFB, AR
FT9155	AIR FORCE CULINARY ARTS SCHOOL
FT9601	FT. EUSTIS CHILD AND YOUTH PROGRAM
FT9602	FT. EUSTIS CDC
FT9608	YOUTH CENTER FORT EUSTIS
FT9611	FT EUSTIS CDC 2
HT0917	NAV HOSP BLDG 1343 29 PALMS
HT0919	NAVAL HOSPITAL CAMP PENDLETON ND
KSMR02	KANSAS ENHANCEMENT
M21300	CAMP PENDLETON
M33060	CAMP PENDLETON, FOOD SERVICE #3
M34220	MCRD

M35302	29 PALMS/MARCH AFB - RATIONS
M54078	MARINE CORP DETACHMENT FORT LEE
M54900	MARINE BARRACKS DINING HALL
M67391	CAMP ALLEN
M67865	MCAS MIRAMAR
M93013	QUANTICO MC, VA
M94006	11TH MARINES
MOMR02	MISSOURI ENHANCEMENTS
N00109	YORKTOWN NAVAL STATION
N00129	NAVAL SUBMARINE BASE NEW LONDON
N00174	NSWC INDIAN HEAD GALLEY
N00206	NAS NEW ORLEANS
N00245	NAVAL STATION SAN DIEGO
N00246	NAB CORONADO
N00259	NAVAL HOSPITAL SAN DIEGO
N00281	DAM NECK GALLEY
N0040C	NAV SUB BASE BANGOR
N0040D	FISC DETACHMENT EVERETT
N31466	NALF SAN CLEMENTE ISLAND, CA
N35949	29 PALMS NAVAL HOSPITAL
N42237	PIRATES COVE GALLEY
N4275A	NAVAL SUPPORT ACTIVITY NW ANNEX
N45411	ACU5 CAMP PENDLETON
N45611	NAVAL CONS.BRIG. MIRAMAR, SAN DIEGO
N46246	USNS COMFORT, MD
N47898	NAVAL SPECIAL WARFARE DEV GROUP
N47905	FISC JAX DET PASCAGOULA, MS
N60087	BRUNSWICK NAVAL AIR STATION
N6019A	OCEANA NAS
N60201	NS MAYPORT OASIS GALLEY
N60495	NAS FALLON, NV, CA

N61414	NAB LITTLE CR GALLEY
N62661	NETC NEWPORT, RI
N62688	NAVAL STATION NORFOLK
N63042	MAIN GALLEY NAS LEMOORE
N63126	POINT MUGU/PORT HUENEME
N63891	NSGA GALLEY
N64120	CSS LEARNING SITE FORT LEE
N68094	NAVAL HOSPITAL CAMP PENDLETON, CA
N81464	NAVY EXPEDITIONARY LOGISTICS SUPGRP
NADT01	NAVY SHIPS DETROIT
NAVYTX	USNS HOWARD O'LORENZEN
NJNAVY	NEW JERSEY NAVY
NOAAMS	NOAA SHIPS
NYNAVY	NEW YORK NAVY
OKARNG	OKLAHOMA ARMY NATIONAL GUARD
TKIOSK	FT. HOOD KIOSK
W16BF1	TISA FT DRUM, NY
W22PE0	FT KNOX
W23A75	FORT MEADE
W26ABN	FT BELVOIR COMMUNITY HOSPITAL
W26ALR	FORT EUSTIS
W26DJ1	TISA FORT A. P. HILL, VA
W26QKQ	FORT LEE
W33RSW	FT STEWART
W34GND	DAWN SMITH
W37N04	FORT JACKSON TISA
W42NU4	KARLA SELLERS
W44DQ8	TROOP ISSUE ATZL LST
W45C08	FT. BLISS TISA
W45NQM	TISA SAM HOUSTON, TX
W45NR1	TISA FT. HOOD, TX

W50LSR	JOINT BASE MEYER HENDERSON HALL
W51HQ1	TISA FT. CARSON
W56F7P	FT. HUNTER LIGGETT DINING FACILITY
W67K2R	UTAH ARMY NATIONAL GUARD, UTAH
W68NE5	FT LEWIS TISA WAREHOUSE
W80WKM	FT IRWIN CA
W81X4F	DLI MONTEREY
W90FWP	TISA FORT DETRICK
W90N6H	BT COLLINS DINING FACILITY
W91EF3	CAMP PARKS (PREFTA DINING FACILITY
W91NSD	640TH REGIMENT (RTI)
Z11405	USCGC BOUTWELL WHEC-719
Z14102	USCG HEALY WAGB 20
Z20115	USCG AIR STATION CAPE COD, MA
Z30338	COAST GUARD STATION NEW ORLEANS
Z36229	CGC SECTOR LONG ISLAND SOUND
Z47720	USCG ISC SAN PEDRO
Z61200	USCG TRAINING CENTER PETALUMA
Z73136	USCG ACTIVITIES NEW YORK
120349	ANACONDA JOB CORP
127J28	CASS JOB CORPS CENTER
1542B3	DEPT OF JUSTICE BOP MIAMI FLORIDA
1542PT	FEDERAL BOP FCC COLEMAN
157451	US IMMI & NAT EL PASO, TX
159417	INS FLORENCE AZ
160135	ALASKA JOB CORP CENTER
160476	TONGUE POINT JOB CORPS CENTER
160477	SPRINGDALE JOB CORPS CENTER
1613GK	GRAFTON JOB CORPS, GRAFTON MAS
1623P3	LAREDO JOB CORP

1631LP	POTOMAC JOB CORPS CENTER
1631LV	POTOMAC JOB CORP
1642TB	JACKSONVILLE JOB CORPS CENTER
1642TL	JACKSONVILLE JOB CORPS CENTER
1651AV	PAUL SIMON CHICAGO JOB CORPS CENTER
165E7N	CINCINNANTI JOB CORPS CENTER
165E7P	DAYTON JOB CORPS CENTER
166203	FLINT HILL JOB CORPS
1674F8	LAREDO JOB CORPS CENTER, TX
1674G6	LAREDO JOB CORP
1674GE	DAVID CARRASCO JOB CORPS CTR
1674H7	NORTH TEXAS JOB CORPS
1691GB	INLAND EMPIRE JOB CORPS CENTER, CA
707452	PORT ISABEL DETENTION CENTER
899346	USDOE C/O NSTEC
CA0005	PORT OF SAN DIEGO
CGAK01	PORT OF KODIAK ALASKA
CGAK02	PORT OF KETCHIKAN ALASKA
CGAK03	PORT OF DUTCH HARBOR ALASKA
CGAK04	PORT OF NOME ALASKA
CGAK05	PORT OF SEWARD ALASKA
CGAK06	PORT OF VALDEZ, AK
CGAK07	PORT OF CORDOVA ALASKA
CGAK08	PORT OF HOMER ALASKA
CGAK09	PORT OF BARROW ALASKA
CGAK10	PORT OF SITKA ALASKA
CGAK11	PORT OF JUNEAU ALASKA
CGAK12	PORT OF PETERSBURG, AK
CGCA04	PORT OF SAN DIEGO, CA
CGCA05	PORT OF SAN PEDRO, CA
CGFL01	PORT OF MAYPORT, FL

CGFL02	PORT OF MIAMI, FL
CGFL04	PORT OF TAMPA / ST. PETE, FL
CGFL05	PORT OF PENSACOLA, FL
CGFL06	PORT OF CAPE CANAVERAL, FL
CGIL01	PORT OF CHICAGO, IL
CGLA01	PORT OF NEW ORLEANS, LA
CGMA01	PORT OF BOSTON, MA
CGMA03	PORT OF GLOUCESTER, MA
CGMD01	US COAST GUARD PORT BALTIMORE MD 01
CGME01	PORT OF PORTLAND, ME
CGMI01	PORT OF CHEBOYGAN, MI
CGMI02	PORT OF SAULT STE MARIE, MI
CGMS01	PORT OF GULPORT, MS
CGMS02	PORT OF PASCAGOULA, MS
CGNC02	PORT OF WILMINGTON, NC
CGNF01	PORT OF NORFOLK COAST GUARD
CGNH01	PORT OF PORTSMOUTH, NH
CGNY01	PORT OF NEW YORK, NEW YORK
CGOR01	PORT OF PORTLAND, OR
CGPA01	PORT OF PHILADELPHIA, PA
CGSC01	PORT OF CHARLESTON, SC
CGTX02	PORT OF GALVESTON, TX
CGVA01	COAST GUARD PORTSMOUTH
CGVA02	USCG LITTLE CREEK
CGWA01	PORT OF SEATTLE, WA
CTFJOR	US NAVY SUPPORT JORDAN
DAH040	JIMMIE PADGETT
FA4654	GRISSOM AIR NATIONAL RESERVE
FB6091	FLORIDA AIR NATIONAL GUARD JACKSONV
FB6191	MARYLAND AIR NATIONAL GUARD
FB6221	127TH SERV FLIGHT MICHIGAN AIR NAT

FB6223	ALPENA AIR NATIONAL GUARD
FB6324	174TH FIGHTER WIN ANG
FB6356	121ST ARW/SVF
FB6372	OREGON AIR NTNL GUARD KF
FB6422	164TH SERVICES FLIGHT
FM3010	KEESLER NUTRI.FLIGHT MEDICINE
FP6201	104TH FIGHTER WING/ SERVICES FLIGHT
FT2300	88TH MEDICAL GROUP
FT3020	SHEPPARD HOSPITAL 82 MED GROUP
FT3047	WILFORD HALL
FT4427	DAVID GRANT MEDICAL CENTER
FT4600	E.B. HOSPITAL DINING HALL
FT4852	MIKE OCALLAGHAN FEDERAL HOSPITAL
FT4897	366 MED GRP NUTRITIONAL
FT5000	3 MDG SGSD NUTRIRIONAL MED FLIGHT
FT6011	117TH SERVICES FLIGHT
FT6012	187TH FW MONTGOMERY ALABAMA
FT6021	161 ARW SERVICESOF PHOENIX
FT6022	162 FW/SVF TUCSON, AZ
FT6043	CHANNEL ISLAND AIR NATIONAL GUARD
FT6103	165TH GA ANG
FT6112	IDAHO AIR NATIONAL GUARD
FT6131	INDIANA NATIONAL GUARD
FT6202	102 FORCE SUPPORT FLIGHT SUSTAINMEN
FT6241	186TH ARW
FT6242	MISSISSIPPI AIR NATIONAL GUARD
FT6243	MISSISSIPPI AIR NATIONAL GUARD
FT6261	MONTANA AIR NATIONAL GUARD
FT6322	105TH STEWART ANG
FT6341	119TH FIGHTER WING
FT6423	MCGHEE TYSON ANG, TN



FT6433	ANG 147FW ELLINGTON FIELD, TX
FT6476	CAMP MURRY AIR NATIONAL GUARD
FT6493	VOLK FIELD ANGB
FT6520	176 GP SVF AK ANG
FT6562	137 SERVICES FLIGHT
FT6616	UNIT 442 AIR FORCE RESERVE
FT6647	AIRFORCE RESERVE 939 PORTLAND
FT7000	USAF ACADEMY HOSPITAL
FT9000	CHARLESTON AFB
FT9002	EGLIN AFB
FT9006	EGLIN AFB DUKE FIELD DINING FACILIT
FT9008	HURLBURT OASIS FLIGHT KITCHEN
FT9010	MACDILL AFB DINER'S REEF
FT9011	MAXWELL AIRMENS DINING FACILITY
FT9013	MOODY AFB 347 SVS/SVMF GEORGIA PINE
FT9014	PATRICK AFB RIVERSIDE DINING FACILI
FT9015	WYNN DINING FACILITY
FT9017	SHAW AFB
FT9019	325 SVS/SVMF
FT9023	LANGLEY EAGLE ROOM
FT9025	ANDREWS AFB, MD - 89 SVS (FOOD)
FT9028	BOLLING AFB, DC - TROOP
FT9030	POPE AFB, NC
FT9032	SEYMOUR JOHNSON AFB
FT9036	NELLIS AFB, NEVADA
FT9039	CREECH AFB
FT9044	DINING FACILITY EDWARDS AFB, CA
FT9046	WRIGHT PATTERSON AFB, OH
FT9047	SAN ANTONIO, TX
FT9051	17TH SERVICES GOODFELLOW AFB, TX
FT9054	KEESLER AFB, MS

FT9060 VANDERBERG AFB, THE BREAKERS  
FT9061 HALVORSON HALL MCGUIRE AFB, NJ  
FT9063 FAIRCHILD AFB WARRIOR DFAC, WA  
FT9073 LACKLAND AFB 37 SVS SVMF DIN FAC  
FT9084 MCCHORD AFB, WA.  
FT9086 TROOPS MCCONNELL AFB WICHITA, KS  
FT9088 NIGHTINGALE INN SCOTT AFB, IL  
FT9092 TROOP SUPPORT TRAVIS AFB, CA  
FT9093 OZARK INN WHITEMAN AFB, MO,KS  
FT9095 SHEPPARD AFB  
FT9100 PETERSON AFB, CO  
FT9103 ALTUS AFB FLIGHT KITCHEN  
FT9106 SCHRIEVER AFB  
FT9107 USAF ACADEMY HIGH COUNTRY INN  
FT9110 TINKER AFB, OK  
FT9115 PC TROOP & RED RIVER, BARKSDALE AFB  
FT9118 DYESS AFB, TX.  
FT9122 ELKHORN DINER MALMSTROM AFB, MT  
FT9123 2 SEASONS DINING FACILITY ALASKA  
FT9125 IDITAROD DINING FACILITY  
FT9130 OFFUTT AFB  
FT9134 RAY VAN HENSMAN DIN FAC, AZ  
FT9136 DINING FAC. KIRTLAND AFB, NM  
FT9140 CANNON AFB - PECOS TRAIL DFAC  
FT9141 DESERT INN -DAVIS MONTHAN AFB, AZ  
FT9142 DAVIS MONTHAN AFB ROAD RUNNER  
FT9146 CLEAR AIR STATION  
FT9147 DAKOTA INN MINOT AFB, ND  
FT9148 MINOT AFB.91OSS/OSOE  
FT9152 SERVICES BUCKLEY ANG BASE, CO  
FT9155 AIR FORCE CULINARY ARTS SCHOOL

FT9158	366 SERVICES SQUADRON MT. HOME AFB,
FT9181	CAPE ROMANZOF
FT9249	THULE AFB
FT9260	EGLIN AF BASE
FT9264	MT HOME AFB
FT9266	711 HPW DINING FACILITY
FT9300	EGLIN AFB HOSPITAL
FT9301	MACDILL AFB HOSP. DIN. FACILITY
FT9305	LANGLEY HOSPITAL
FT9444	USAF ACADEMY CDC, CO
FT9570	USAF ACADEMY YOUTH ACTIVITY CENTER
FT9601	FT. EUSTIS CHILD AND YOUTH PROGRAM
FT9602	FT. EUSTIS CDC
FT9608	YOUTH CENTER FORT EUSTIS
FT9611	FT EUSTIS CDC 2
FT9709	EARECKSON AFB, AK
FT9710	GALENA AFB, AK
FT9711	KING SALMON AFB, AK
FT9718	CLEAR AFS NAF POLAR BAR
HT0018	NATIONAL NAVAL MEDICAL CENTER
HT0917	NAV HOSP BLDG 1343 29 PALMS
HT0919	NAVAL HOSPITAL CAMP PENDLETON ND
INARNG	INDIANA NAT GUARD ENHANCEMENTS
KSMR02	KANSAS ENHANCEMENT
M00146	MCAS - CHERRY POINT, NC
M0026A	PARRIS ISLAND DSSC, SC
M14063	MARINES RESERVES
M21300	CAMP PENDLETON
M33060	CAMP PENDLETON, FOOD SERVICE #3
M33610	MC TRNG CTR BRIDGEPORT, CA
M34220	MCRD

M35013	29 PALMS/MARCH AFB-ENHANCEMENTS
M35302	29 PALMS/MARCH AFB - RATIONS
M54004	HENDERSON HALL, VA, MD, DE, DC
M54078	MARINE CORP DETACHMENT FORT LEE
M54900	MARINE BARRACKS DINING HALL
M60169	PARRIS ISLAND AIR WING
M67001	CAMP LEJEUNE #1, NC
M67002	CAMP LEJEUNE #2, NC
M67391	CAMP ALLEN
M67865	MCAS MIRAMAR
M93013	QUANTICO MC, VA
M94006	11TH MARINES
MAAG02	MA ARMY GUARD TWINING HALL DFAC
MOMR02	MISSOURI ENHANCEMENTS
MSC001	FLEET & INDUSTRIAL SUPPLY CENTER
N00012	PENTAGON SEC. OF NAVY DFAC/EUREST
N00109	YORKTOWN NAVAL STATION
N00129	NAVAL SUBMARINE BASE NEW LONDON
N00168	NATIONAL NAVAL MEDICAL CENTER, MD
N00183	NAVAL MEDICAL CENTER PORTSMOUTH
N00204	NAS PENSACOLA
N00206	NAS NEW ORLEANS
N00207	NAS JACKSONVILLE GALLEY
N00232	NAS JACKSONVILLE NAVAL HOSPITAL
N00244	ALMIRANTE MONTT
N00245	NAVAL STATION SAN DIEGO
N00246	NAB CORONADO
N0024A	FISC 'A' SAN DIEGO, CA
N0024B	FISC 'B' SAN DIEGO, CA
N0024C	FISC 'C' SAN DIEGO, CA
N0024D	FISC 'D' SAN DIEGO, CA

N0024E	FISC 'E' SAN DIEGO, CA
N0024F	FISC SAN DIEGO
N00281	DAM NECK GALLEY
N0040A	FISC BREMERTON
N0040C	NAV SUB BASE BANGOR
N0040D	FISC DETACHMENT EVERETT
N0417A	NAVAL SUPPORT FACILITY THURMONT
N21467	FISC DET MOOREHEAD CITY
N35949	29 PALMS NAVAL HOSPITAL
N42237	PIRATES COVE GALLEY
N4275A	NAVAL SUPPORT ACTIVITY NW ANNEX
N43456	NSGA KUNIA GALLEY, HI
N43649	FISC MAYPORT
N44466	TRF AFLOAT - BLUE
N45411	ACU5 CAMP PENDLETON
N45534	SURFACE COMBAT SYSTEM CENTER
N45610	NAVCON BRIG CHARLESTON
N46207	EGLIN AFB
N47905	FISC JAX DET PASCAGOULA, MS
N6019A	OCEANA NAS
N60201	NS MAYPORT OASIS GALLEY
N60495	NAS FALLON, NV, CA
N61009	RANGE 51
N61331	SEASHORE GENERAL MESS (PANAMA CITY)
N61414	NAB LITTLE CR GALLEY
N62226	NAVAL STATION ANNAPOLIS MESS
N62604	NCBC-GULFPORT
N62661	NETC NEWPORT, RI
N62688	NAVAL STATION NORFOLK
N62741	NAVY SUPPLY CORPS SCHOOL
N62841	NAVAL ORDINANCE TEST UNIT, FL

N63042	MAIN GALLEY NAS LEMOORE
N63043	NAVAL AIR STATION, MERIDIAN
N63126	POINT MUGU/PORT HUENEME
N63406	ASW
N63891	NSGA GALLEY
N64120	CSS LEARNING SITE FORT LEE
N68093	NAVAL HOSP CAMP LEJEUNE, NC
N68094	NAVAL HOSPITAL CAMP PENDLETON, CA
N68436	NAVAL BASE KITSAP TRIDENT INN
N68836	FISC MAYPORT
N69214	NAVAL WEAPONS STA GALLEY
N81464	NAVY EXPEDITIONARY LOGISTICS SUPGRP
N83447	NAS JRB FORT WORTH
NCAF01	567TH RED HORSE SQUADRON
NJNAVY	NEW JERSEY NAVY
NOAANP	NOAA SHIPS @ NEWPORT, OR
NOANFL	NOAA SHIP NORTH FL.
NPOA01	PORT OF ANCHORAGE
NSUB01	NAVY SUBMARINES IN SE ALASKA
NYNAVY	NEW YORK NAVY
OKARNG	OKLAHOMA ARMY NATIONAL GUARD
SANFRN	SAN FRANCISCO REGION
TKIOSK	FT. HOOD KIOSK
W13G07	SOLEDAD BIERHOFF
W15HZU	FORT MONMOUTH, NJ
W16BF1	TISA FT DRUM, NY
W16SLD	WEST POINT ARMY HOSPITAL CAFE
W16W7L	WEST POINT 1ST INFANTRY
W23A75	FORT MEADE
W23HY0	ABERDEEN PROVING GROUND
W26ABN	FT BELVOIR COMMUNITY HOSPITAL

W26ALR	FORT EUSTIS
W26DJ1	TISA FORT A. P. HILL, VA
W26QKQ	FORT LEE
W26RF2	MCDONALD ARMY HOSP, FT. EUSTIS, VA
W31G3J	REDSTONE ARSENAL
W31NWU	FORT RUCKER AVIATION CENTER
W33BRC	FT. BENNING
W33BTY	FT BENNING MARTIN ARMY COMM. HOSPIT
W33M8P	FT GORDON
W33RSW	FT STEWART
W34GND	DAWN SMITH
W36N0Q	FORT BRAGG
W36QX9	WOMACK ARMY MED CTR
W36XTM	WOMACK ARMY MED CENTER
W37N04	FORT JACKSON TISA
W42NU4	KARLA SELLERS
W44DQ8	TROOP ISSUE ATZL LST
W44DVQ	REYNOLDS ARMY HOSPITAL
W45C08	FT. BLISS TISA
W45CM1	DARNALL ARMY HOSPITAL
W45NR1	TISA FT. HOOD, TX
W51XTP	EVANS ARMY COMMUNITY HOSPITAL
W55C6T	FT. LEAVENWORTH INSTAL SUPPLY
W55CVG	FT RILEY KS (HENRY JACKSON), KS, MO
W58NQ3	DIN FAC FT. LEONARD WOOD, MO
W61DET	FT. HUACHUCA TISA
W68MX3	MADIGAN ARMY MEDICAL CENTER
W80Q7M	WALTER REED ARMY MEDICAL CENTER
W80WKM	FT IRWIN CA
W813M9	EGLIN ARMY RANGER CAMP
W81BR5	CAMP BLANDING JOINT TRAINING CENTER

W81N0C	CP SHELBY
W81R07	CP MCCAIN
W81X4F	DLI MONTEREY
W81YMG	SF UNDERWATER TRAINING FACILITY
W903RQ	WHITE SANDS MISSILE RANGE DINING
W90FWP	TISA FORT DETRICK
W91A2K	NATICK
W930RQ	WHITE SANDS MISSILE RANGE DINING
WC1JTW	ALASKA ARMY NG
WC1JUE	TROOP ISSUE SUBSISTENCE ACTIVITY
WC1JXU	GAR USAG FT GREELY
YUMA05	MCAS YUMA
Z11405	USCGC BOUTWELL WHEC-719
Z11408	USCG MORGENTHAU
Z11411	USCGC JARVIS WHEC 725
Z11507	USCGC ESCANABA WMEC 907
Z11513	USCGC MOHAWK WMEC 913
Z12102	USCGC DILIGENCE WMEC 616
Z12113	USCG VIGOROUS
Z14501	USCGC POLAR STAR WAGB 10
Z14502	USCG POLAR SEA WAGB 11
Z15245	USCG WALNUT WLB 205
Z15246	USCGC SPAR WLB-206
Z15247	USCGC MAPLE WLB 207
Z15250	USCGC CYPRESS WLB 210
Z15252	USCGC HICKORY WLB 212
Z15257	USCGC MACKINAW
Z20140	USCG AIR STATION OPALOCKA - MIAMI
Z20150	USCG AIR STATION CLEARWATER
Z30136	USCG STATION GLOUCESTER
Z30335	COAST GUARD STATION GULFPORT



Z30338	COAST GUARD STATION NEW ORLEANS
Z30475	USCG STATION CAPE DISAPPOINTMENT
Z30481	USCG STATION GRAYS HARBOR
Z30505	USCG STATION YAQUINA BAY
Z31290	MAYPORT/JACKSONVILLE, FL
Z33244	COAST GUARD STATION HOUSTON TEXAS
Z33283	USCG MSO VALDEZ
Z36212	USCG GROUP SOUTH PORTLAND
Z46900	USCG ISC MIAMI BEACH, FL
Z47200	USCG ISC SEATTLE
Z47720	USCG ISC SAN PEDRO
Z61200	USCG TRAINING CENTER PETALUMA

**CLAUSES**  
**OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAR 2020) FAR**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

**[Contracting Officer check as appropriate].**

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S. C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**Part 12 Clauses (CONTINUED)**

- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) Reserved.
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) Reserved.
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-3.
- X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-4.
- (13) Reserved
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- X (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (MAR 2020) of 52.219-9.
- (iii) Alternate II (MAR 2020) of 52.219-9.
- (iv) Alternate III (MAR 2020) of 52.219-9.
- (v) Alternate IV (MAR 2020) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)). (ii) Alternate I (MAR 2020) of 52.219-28. 43,500
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)). 43501
- (24) 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 (MAR 2020) (15 U.S.C. 637(m)).

- ( 2 5 ) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020)  
(15 U.S.C. 644®). 43526 (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C.  
637(a)(17)). **43527**
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X** (28) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- X** (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26
- X** (31) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35
- X** (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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**Part 12 Clauses (CONTINUED)**

- (ii) Alternate I (Jul 2014) of 52.222-36
- (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). (35)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- X (48) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- X (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (57) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332). (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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**Part 12 Clauses (CONTINUED)**

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

(iii) Alternate II (Feb 2006) of 52.247-64.

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

**[Contracting Officer check as appropriate]**

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub.

L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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**Part 12 Clauses (CONTINUED)**

- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
  - (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xiii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
  - (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706). (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
    - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

**CLAUSES ADDED TO PART 12 BY ADDENDUM**

**52.203-14 DISPLAY OF HOTLINE POSTER (OCT 2015) FAR**

(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.

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**Part 12 Clauses (CONTINUED)**

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract.

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site

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**Part 12 Clauses (CONTINUED)**

specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

**252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) DFARS**

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

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**Part 12 Clauses (CONTINUED)**

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit- load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at [https://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html) or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

- (2) The following are excluded from the requirements of paragraph (b)(1) of this clause:
- (i) Shipments of bulk commodities.
  - (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall --
- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
  - (2) Use passive tags that are readable; and
  - (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.gs1.org/epc-rfid>.
- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
  - (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
  - (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](https://www.dfas.mil/252.232-7003), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

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**Part 12 Clauses (CONTINUED)**

**252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (DEVIATION 2020-O0006) (FEB 2020) DFARS**

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

“Assembly” means an item forming a portion of a system or subsystem that --

- (1) Can be provisioned and replaced as an entity; and
- (2) Incorporates multiple,

replaceable parts. “Commercially available off-the-shelf item” --

(1) Means any item of supply that is --

- (i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. “Component” means any item supplied to the Government as part of an end item or of another component.

“Covered country” means --

- (1) The Democratic People's Republic of North Korea;
- (2) The People's Republic of China;
- (3) The Russian Federation; or
- (4) The Islamic Republic

of Iran. “Covered material”

means --

- (1) Samarium-cobalt magnets;
- (2) Neodymium-iron-boron magnets;
- (3) Tantalum metal and alloy;
- (4) Tungsten metal powder; and
- (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

“Tungsten heavy alloy” means a tungsten base pseudo alloy that --

- (1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or
- (2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm<sup>3</sup>).



(b) Restriction.

(1) Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 2533c).

(2)(i) For samarium-cobalt magnets and neodymium iron-boron magnets, this restriction includes --

(A) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and

(B) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

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**Part 12 Clauses (CONTINUED)**

- (ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.
- (3) For production of tantalum metal and alloys, this restriction includes the reduction of tantalum chemicals such as oxides, chlorides, or potassium salts, to metal powder and all subsequent phases of production of tantalum metal and alloys, such as consolidation of metal powders and melting.
- (4) For production of tungsten metal powder and tungsten heavy alloy, this restriction includes -
- (i) Atomization;
  - (ii) Calcination and reduction into powder;
  - (iii) Final consolidation of non-melt derived metal powders; and
  - (iv) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.
- (c) Exceptions. This clause does not apply --
- (1) To an end item that is --
    - (i) A commercially available off-the-shelf item, other than --
      - (A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or
      - (B) A tantalum metal, tantalum alloy, or tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;
    - (ii) An electronic device, unless otherwise specified in the contract; or
    - (iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.
  - (2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.
    - (i) For tantalum metal, tantalum alloy, and tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract.
    - (ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial items, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.

(End of clause)

**52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR**

- (a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping

**Part 12 Clauses (CONTINUED)**

characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;

(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;

(iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [ ] Yes [ ] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar \*

(A) Size of railcar

(B) Type of railcar

(xi) Number of containers or pallets/skids per trailer \*

(A) Size of trailer Ft

(B) Type of trailer

\* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

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

(End of clause)

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. “Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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

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**Part 12 Clauses (CONTINUED)**

status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

- (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

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**Part 12 Clauses (CONTINUED)**

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

(1) Notify the Contracting Officer of that fact; and

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

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

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**Part 12 Provisions (CONTINUED)**

**52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014) FAR**

As prescribed in [12.301](#)(c), the Contracting Officer may insert a provision substantially as follows:

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

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR ]

Technical and past performance, when combined, are [Contracting Officer state, in accordance with FAR ]

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

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

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2020) FAR**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

“Forced or indentured child labor” means all work or service --

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

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



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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;

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**Part 12 Provisions (CONTINUED)**

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily

suspended. “Sensitive technology” --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern” --

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

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

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that --

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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**Part 12 Provisions (CONTINUED)**

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that --
  - (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB

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**Part 12 Provisions (CONTINUED)**

Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and  
(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that --

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

- (i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It  has,  has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that --
- (i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American --Supplies, is included in this solicitation.)

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**Part 12 Provisions (CONTINUED)**

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American --Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American --Free Trade Agreements -Israeli Trade Act.”

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

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

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American --Free Trade Agreements --Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin




[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).  
 (2) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled

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**Part 12 Provisions (CONTINUED)**

“Buy American --Free Trade Agreements --Israeli Trade Act”: Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

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

Line Item No.	Country of Origin

[List as  
necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Line Item No	Country of Origin

[List as  
necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy

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**Part 12 Provisions (CONTINUED)**

American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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**Part 12 Provisions (CONTINUED)**

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2)  Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that --

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that --

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: .

TIN has been applied for.

TIN is not required because:

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

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**Part 12 Provisions (CONTINUED)**

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of

organization.

Sole

proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common

parent: Name

TIN

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that --

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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



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

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

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

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

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information: Immediate owner CAGE code: .

Immediate owner legal name: .

(Do not use a “doing business as” name)

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

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

Highest-level owner CAGE

code: . Highest-level owner

legal name:

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**Part 12 Provisions (CONTINUED)**

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that --

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

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”)

Predecessor legal name:

(Do not use a “doing business as” name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

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

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

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

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly

accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

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

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

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

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

(End of provision)

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**Part 12 Provisions (CONTINUED)**

**52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) FAR**

As prescribed in [4.1804\(b\)](#), use the following provision:

(a) Definitions. As used in this provision -

“Commercial and Government Entity (CAGE) code” means -

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

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

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of provision)

**52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR**

As prescribed in [4.1804\(d\)](#), insert the following provision:

(a) Definitions. As used in this provision -

“Commercial and Government Entity (CAGE) code” means -

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity;  
or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch

**Part 12 Provisions (CONTINUED)**

records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code. “Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

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

Predecessor CAGE code:

Predecessor legal name:

(Do not use a “doing business as” name)

(End of provision)

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

As prescribed in [7.203](#), insert the following provision:

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

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

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of provision)

**252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is  is not  a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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**Part 12 Provisions (CONTINUED)**

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

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

(b) The Offeror represents that-

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

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

(End of provision)

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (OCT 2010) FAR**

(a) Exceptions from cost or pricing data.

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

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

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

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

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

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

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

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



- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2. (End of provision)

**L06 AGENCY PROTESTS (DEC 2016)**

**52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)  
DLAD**

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

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

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

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

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**Part 12 Provisions (CONTINUED)**

**252.209-7996 - REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW - DOD MILITARY CONSTRUCTION APPROPRIATIONS (DEVIATION 2013-O006) (APR 2013) (DFARS)**

- (a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of  
provision)

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019) FAR**

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing --

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

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

- (1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of  
provision)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019) FAR**

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

(End of  
provision)