

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000190143		PAGE 1 OF 22	
2. CONTRACT NO. SPE300-25-D-3005		3. AWARD/EFFECTIVE DATE 2024 DEC 23		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-24-R-0050	
6. SOLICITATION ISSUE DATE 2024 OCT 08		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098 USA Local Admin: Zoraya Wilson PSPTAAB Tel: 215-737-9235 Fax: 215-737-4269 Email: ZORAYA.WILSON@DLA.MIL		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:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		CODE SPE300	
17a. CONTRACTOR/ OFFEROR THE COCA-COLA COMPANY 1 COCA COLA PLZ NW ATLANTA GA 30313-2420 USA		CODE 51858		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
TELEPHONE NO. 7815408049		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		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							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,000,000.00	
<input 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 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Coca 51858</u> OFFER DATED <u>2024-Nov-12</u> 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) Brigid McGovern, Sr. Director				30c. DATE SIGNED December 12, 2024		31b. NAME OF CONTRACTING OFFICER (Type or Print) Jacob S/O Frick	
						31c. DATE SIGNED 2024 DEC 12	

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

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<p>This is an Indefinite Delivery Contract awarded to Coke under the authority and FAR 13.5. Simplified Acquisition Procedures for Commercial Items. All terms and conditions of solicitation SPE300-24-R-0050, including Amendment 0001, 0002, 0003, and 0004, and the offer from Coke dated November 12, 2024, are incorporated by reference into this contract SPE300-25-D-3005.</p> <p>ITEM DESCRIPTION: Bag-In-Box Carbonated and Non-Carbonated Beverage Base Products and Related Dispensing Equipment and Maintenance.</p> <p>CONTRACT PERIOD: The contract performance period will begin December 23, 2024, until approximately 450 days (03/18/2026) or until the maximum dollar value of \$7, 000,000.00 has been met. During contract performance customers will be free to choose which awardee(s) they will use. Due to the Government's intention to make multiple awards, the guaranteed minimum will be \$175,000.00 (2.5% of Contract Maximum). Once orders up to the guaranteed minimum dollar value have been placed, the Government will have no further ordering obligation under the Indefinite Delivery Contract.</p> <p>CUSTOMER: Land and Ships Customers in Continental United States (CONUS), Alaska, Hawaii, and Guam.</p>		
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<div>Part 12 Clauses</div> <div>52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR</div> <div>As prescribed in 3.1004(b), insert the following clause:</div> <div>(a) Definition.</div> <div>“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.</div> <div>(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).</div> <div>(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.</div> <div>(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and</div> <div>(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.</div> <div>(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.</div> <div>(3) Any required posters may be obtained as follows:</div> <div><table><tr><td>Poster(s)</td><td>Obtain from</td></tr></table></div> <div>(Contracting Officer shall insert ---</div> <div>(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and</div> <div>(ii) The website(s) or other contact information for obtaining the poster(s).)</div> <div>(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.</div> <div>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—</div> <div>(1) Is for the acquisition of a commercial product or commercial service; or</div> <div>(2) Is performed entirely outside the United States.</div> <div>(End of clause)</div> <div>52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR</div> <div>252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS</div> <div>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS</div> <div>52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR</div> <div>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR</div> <div>52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR</div> <div>52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR</div> <div>52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) FAR</div> <div>52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR</div> <div>52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR</div> <div>52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023) FAR</div> <div>52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR</div> <div>252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS</div> <div>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS</div> <div>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS</div> <div>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2024-O0013) (MAY 2024) DFARS</div> <div>(a) Definitions. As used in this clause</div> <div>Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.</div> <div>Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.</div> <div>Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of</div> <div>CONTINUED ON NEXT PAGE</div>			Poster(s)	Obtain from
Poster(s)	Obtain from			

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<p>Part 12 Clauses (CONTINUED)</p> <p>information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.</p> <p><i>Controlled technical information</i> means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.</p> <p><i>Covered contractor information system</i> means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.</p> <p><i>Covered defense information</i> means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is --</p> <p>(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or</p> <p>(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.</p> <p><i>Cyber incident</i> means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.</p> <p><i>Forensic analysis</i> means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.</p> <p><i>Information system</i> means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.</p> <p><i>Malicious software</i> means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.</p> <p><i>Media</i> means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.</p> <p><i>Operationally critical support</i> means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.</p> <p><i>Rapidly report</i> means within 72 hours of discovery of any cyber incident.</p> <p><i>Technical information</i> means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data --Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.</p> <p>(b) <i>Adequate security.</i> The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:</p> <p>(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:</p> <p>(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.</p> <p>(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.</p> <p>(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:</p> <p>(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171).</p>		
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Part 12 Clauses (CONTINUED)

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

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

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

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

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

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

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

(2) Require subcontractors to --

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

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

(End of clause)

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

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) DFARS

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

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

As prescribed in 11.503(a), insert the following clause in solicitations and contracts:

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default.Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default.Fixed-Price Supply and Service clause in this contract.

(End of clause)

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Part 12 Clauses (CONTINUED)

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

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024) FAR

Insert the following clause in solicitations and contracts that are set-aside for, or that are for the sole-source award of a contract, under the Service-Disabled Veteran-Owned Small Business Program and that are for the acquisition of commercial products or commercial services.

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).
- (3) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1) (A) of Pub. L. 115 -232).
- (4) 52.209 -10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233 -3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 52.233 -4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108 -77 and 108 -78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]
- || (1) 52.203 -6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655)
- || (2) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- || (3) 52.203 -15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111 -5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- || (4) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (**41 U.S.C. 4712**); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).
- || (5) 52.204 -10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109 -282) (31 U.S.C. 6101 note).
- || (6) [Reserved]
- || (7) 52.204 -14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).
- || (8) 52.204 -15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111 -117, section 743 of Div. C).
- || (9) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
- || (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (**Pub. L. 115 -390**, title II).
- || (11)(i) **52.204-30**, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (**Pub. L. 115 -390**, title II).|| (ii) Alternate I (Dec 2023) of 52.204 -30.
- || (12) 52.209 -6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- || (13) 52.209 -9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- || (14) [Reserved]
- || (15) 52.219 -3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- || (16) 52.219 -4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- || (17) [Reserved]
- || (18)(i) 52.219 -6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- || (ii) Alternate I (MAR 2020) of 52.219 -6.
- || (19)(i) 52.219 -7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- || (ii) Alternate I (MAR 2020) of 52.219 -7.
- || (20) 52.219 -8, Utilization of Small Business Concerns (DEVIATION 2024-O0002) (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).
- || (21)(i) 52.219 -9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
- || (ii) Alternate I (NOV 2016) of 52.219 -9.
- || (iii) Alternate II (NOV 2016) of 52.219 -9.
- || (iv) Alternate III (JUN 2020) of 52.219 -9.
- || (v) Alternate IV (SEP 2023) of 52.219 -9.
- || (22)(i) 52.219 -13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- || (ii) Alternate I (MAR 2020) of 52.219 -13.
- || (23) 52.219 -14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- || (24) 52.219 -16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- || (25) 52.219 -27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the Service-Disabled Veteran-Owned Small Business Program (FEB 2024) (15 U.S.C. 657f).

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Part 12 Clauses (CONTINUED)

- || (26)(i) 52.219 -28, Post-Award Small Business Program Representation (FEB 2024) (15 U.S.C. 632(a)(2)).
- || (ii) Alternate I (MAR 2020) of 52.219 -28.
- || (27) 52.219 -29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- || (28) 52.219 -30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- || (29) 52.219 -32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- || (30) 52.219 -33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- || (31) 52.222 -3, Convict Labor (JUN 2003) (E.O. 11755).
- || (32) 52.222 -19, Child Labor --Cooperation with Authorities and Remedies (FEB 2024).
- || (33) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).
- || (34)(i) 52.222 -26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- || (ii) Alternate I (Feb 1999) of 52.222 -26.
- || (35)(i) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- || (ii) Alternate I (July 2014) of 52.222 -35.
- || (36)(i) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- || (ii) Alternate I (July 2014) of 52.222 -36.
- || (37) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- || (38) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- || (39)(i) 52.222 -50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- || (ii) Alternate I (Mar 2015) of 52.222 -50 (22 U.S.C. chapter 78 and E.O. 13627).
- || (40) 52.222 -54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- || (41)(i) 52.223 -9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- || (ii) Alternate I (MAY 2008) of 52.223 -9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- || (42) 52.223 -11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- || (43) 52.223 -12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- || (44)(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.
- || (45)(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.
- || (46) 52.223 -15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- || (47)(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.
- || (48) 52.223 -18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- || (49) 52.223 -20, Aerosols (JUN 2016) (E.O. 13693).
- || (50) 52.223 -21, Foams (JUN 2016) (E.O. 13693).
- || (51)(i) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- || (ii) Alternate I (JAN 2017) of 52.224 -3.
- || (52)(i) 52.225 -1, Buy American --Supplies (OCT 2022)) (41 U.S.C. chapter 83).
- || (ii) Alternate I (OCT 2022) of 52.225 -1.
- || (53)(i) 52.225 -3, Buy American --Free Trade Agreements --Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501 -4732), Public Law 103 -182, 108 -77, 108 -78, 108 -286, 108 -302, 109 -53, 109 -169, 109 -283, 110 -138, 112 -41, 112 -42, and 112 -43).
- || (ii) Alternate I [Reserved].
- || (iii) Alternate II (DEC 2022) of 52.225 -3.
- || (iv) Alternate III (FEB 2024) of 52.225 -3.
- || (v) Alternate IV (OCT 2022) of 52.225 -3.
- || (54) 52.225 -5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- || (55) 52.225 -13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- || (56) 52.225 -26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- || (57) 52.226 -4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- || (58) 52.226 -5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- || (59) 52.229 -12, Tax on Certain Foreign Procurements (FEB 2021).
- || (60) 52.232 -29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).
- || (61) 52.232 -30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- || (62) 52.232 -33, Payment by Electronic Funds Transfer --System for Award Management (OCT 2018) (31 U.S.C. 3332).
- || (63) 52.232 -34, Payment by Electronic Funds Transfer --Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- || (64) 52.232 -36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- || (65) 52.239 -1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- || (66) 52.242 -5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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Part 12 Clauses (CONTINUED)

|| (67)(i) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 || (ii) Alternate I (Apr 2003) of 52.247 -64.
 || (iii) Alternate II (NOV 2021) of 52.247 -64.
 (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]
 || (1) 52.222 -41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 || (2) 52.222 -42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 || (3) 52.222 -43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 || (4) 52.222 -44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
 || (5) 52.222 -51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
 || (6) 52.222 -53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
 || (7) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 || (8) 52.222 -62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 || (9) 52.226 -6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
 (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215 -2, Audit and Records --Negotiation.
 (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --
 (i) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
 (ii) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
 (iii) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113 -235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 (iv) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115 -91).
 (v) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1) (A) of Pub. L. 115 -232).
 (vi) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
 (vii)(A) 52.204 -30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (Pub. L. 115 -390, title II).
 (B) Alternate I (DEC 2023) of 52.204-30
 (viii) 52.219 -8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219 -8 in lower tier subcontracts that offer subcontracting opportunities.
 (ix) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).(ix) 52.222 -26, Equal Opportunity (SEP 2016) (E.O. 11246).
 (x) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
 (xi) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 (xii) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 (xiii) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 (xiv) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222 -40.
 (xv) 52.222 -41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
 (xvi) || (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 || (B) Alternate I (MAR 2015) of 52.222 -50 (22 U.S.C. chapter 78 and E.O. 13627).
 (xvii) 52.222 -51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
 (xviii) 52.222 -53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
 (xix) 52.222 -54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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Part 12 Clauses (CONTINUED)

(xx) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222 -62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)(A) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224 -3.

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

(xxiv) 52.226 -6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226 -6.

(xxv) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232 -40.

(xxvi) 52.247 -64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247 -64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) FAR

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE I (NOV 2016) FAR

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022) FAR

As prescribed in 19.1309(b), insert the following clause:

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except --

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[] Offeror elects to waive the evaluation preference.

(c) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of Clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024) FAR

Insert the following deviation clause in solicitations and contracts exceeding the micro-purchase threshold to be set aside for, or to be awarded on a sole source basis to, service-disabled veteran-owned small business concerns, when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied FAR part 19.3 in accordance with FAR 19.000(b)(1):

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217 -8,

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Option to Extend Services, or other appropriate authority.

Small business concern --

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts --

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

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

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this

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clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title .]

(End of clause)

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION -- ALTERNATE I (MAR 2020) FAR

Alternate I. As prescribed in 19.309(c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS CODE	SMALL BUSINESS CONCERN (YES/NO)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021) FAR

As prescribed in 22.1505(a), insert the following provision:

(a) Definition.

“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.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c) (1) or paragraph (c)(2) of this provision.

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

(2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2024) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES---ALTERNATE I (JUL 2014) FAR

Alternate I. As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: .

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

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) FAR

(a) “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) FAR

(a) The Contractor shall notify the Contracting Officer or designee, in writing, * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

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

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

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be

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labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).
(End of clause)

- 52.232-11 EXTRAS (APR 1984) FAR
- 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR
- 252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR
- 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014) DFARS
- 252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS
- 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS
- 252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE’S REPUBLIC OF CHINA (JAN 2023) DFARS
- 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - ALTERNATE I (SEP 2014) DFARS
- 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (CLASS DEVIATION 2024-O0006, REVISION 1) (FEB 2024) DFARS

As prescribed in Class Deviation 2024-O0006, Revision 1, use the following clause:

- (a) *Definitions.* As used in this clause --
- “*Business operations*” means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include --
- (1) Any shipment subject to price caps as specified in the --
- (i) “Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil”, issued on December 2, 2022, between member countries of that coalition; or
- (ii) “Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington”, issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or
- (A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or
- (B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including --
- (1) Any action to secure or divest from facilities, property, or equipment;
- (2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;
- (3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.
- Fossil fuel company* means an entity or individual that --
- (1) Carries out oil, gas, or coal exploration, development, or production activities;
- (2) Processes or refines oil, gas, or coal; or
- (3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.
- (b) *Prohibition.* In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by --
- (1) An authority of the government of the Russian Federation; or
- (2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
- (i) Through the Russian Federation for sale outside of the Russian Federation; and
- (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions

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as of the date on which the contract is awarded.
(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.
(End of clause)

- 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS**
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS**
- 252.223-7009 PROHIBITION OF PROCUMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (OCT 2023) FAR**
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (FEB 2024) DFARS**
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM — ALTERNATE I (FEB 2024) DFARS**
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS**
- 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) DFARS**
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS**
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS**

(a) *Definitions.* As used in this clause --
“Component” means any item supplied to the Government as part of an end product or of another component.
“End product” means supplies delivered under a line item of this contract.
“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

- Australia
- Austria
- Belgium
- Canada
- Czech Republic
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece
- Israel
- Italy
- Japan
- Latvia
- Lithuania
- Luxembourg
- Netherlands
- Norway
- Poland
- Portugal
- Slovenia
- Spain
- Sweden
- Switzerland

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Turkey

United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent” --

- (1) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs); and
- (2) Does not include equipment such as heating, cooling, or lighting.

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

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

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

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
 - (ii) Tarpaulins; or
 - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply --

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the threshold at Defense Federal Acquisition Regulation Supplement 225.7002-2(a);
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
- (5) To chemical warfare protective clothing produced in a qualifying country; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include ¾
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --

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- (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
 - (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) DFARS
252.225-7063 RESTRICTION ON ACQUISITION OF COMPONENTS OF T-AO 205 AND T-ARC CLASS VESSELS (MAY 2024) DFARS
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS
252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items -

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

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

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

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

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

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

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

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

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

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

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC		(If blank, see resulting award)
Issue By DoDAAC		(If blank, see resulting award)
Admin DoDAAC		(If blank, see resulting award)
Inspect By DoDAAC		(If blank, see resulting award)
Ship To Code		(If blank, see resulting award)
Ship From Code		(If blank, see resulting award)

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

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of Clause)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

As prescribed in 243.205-71, use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to -

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

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

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

(1) To be completed by the offeror:

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

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

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

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded ☐ Yes ☐ No;

(vii) Number of containers per pallet/skid ;

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

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

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

(A) Size of railcar

(B) Type of railcar

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

(A) Size of trailer Ft

(B) Type of trailer

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

(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 (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:

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

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.

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

"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.:

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Other than commercial products; or

(B) Commercial products that --

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Part 12 Clauses (CONTINUED)

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
- (1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
- (2) U.S.-flag vessels are otherwise not available.
- (d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the carrier.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

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

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Part 12 Clauses (CONTINUED)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

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

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

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

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

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

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

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes ☐ No ☐ DHS FASCSA Order

Yes ☐ No ☐ DoD FASCSA Order

Yes ☐ No ☐ DNI FASCSA Order

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