

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000210563	PAGE 1 OF 70		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-25-R-0012		6. SOLICITATION ISSUE DATE 2025 OCT 15		
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME JAMES KAHN DJK0138			b. TELEPHONE NUMBER (No Collect calls) Phone: 4457373232	8. OFFER DUE DATE/ LOCAL TIME 2025 DEC 01 04:00 PM		
9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		UNRESTRICTED OR <input checked="" 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: 311999 <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE	18a. PAYMENT WILL BE MADE BY CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <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 type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

Form**Continuation of Blocks from SF 1449**1. Block 8

Offer Due Date/Local Time: December 12th, 2025 4:00 PM EDT

2. Block 9*Offers are to be through email. Email offers are to be sent to James.Kahn@dla.mil & Thomas.Haley@dla.mil*3. Block 17a

› Offeror's assigned Unique Entity Identifier Number:

(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors --Commercial Items (paragraph j) for information on establishing a unique entity identifier.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code:

4. Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

5. Blocks 19-22

Item No., Schedule of Supplies/Services, Quantity, Unit

Line Number	NSN	Full Item Nomenclature
0001	8905-01-538-9113	BACON, PRECOOKED, SLICED, IN FLEXIBLE POUCHES CID A-A-20081H, Species I, Curing agents 2, Package size (3) and PKG&QAP A-A-20081H

AUTHORIZED NEGOTIATORS

-The offeror represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, and emails for each authorized negotiator.

THE FOLLOWING INFORMATION IS REQUIRED TO BE FURNISHED BY EACH OFFEROR

1. Completed Standard Form 1449 fill-ins
2. Completed all Supplies/Prices "Schedule" sheets (Offered Prices)

Form (CONTINUED)

3. Completed CAGE Code and Unique Entity Identifier (UEI) Numbers spaces in previous section
4. Completed all the following and any additional Offeror Representations and Certification
 - a. Authorized Negotiators
 - b. FAR 52.212-3 Offeror Representations and Certifications - Commercial Items
 - c. Place of Performance

-Any questions can be directed to the following:

Contract Specialist: James Kahn (James.Kahn@dla.mil or 445-737-3232)

AND/OR

Contracting Officer: Thomas Haley (Thomas.Haley@dla.mil or 445-737-7580)

Schedule of Supplies**1. Item Description**

Line	NSN	Item Description	Est. Yearly Qty
0001	8905-01-538-9113	BACON, PRECOOKED, SLICED, IN FLEXIBLE POUCHES	17,840

2. IQC Quantities

For a five-year period, the yearly estimated minimum and maximum quantity is as follows:

Estimated Minimum Quantity: 1,784 PG (*10% of Estimated Quantity*)

Estimated Quantity: 17,840 PG

Estimated Maximum Quantity: 26,760 PG (*150% of Estimated Quantity*)

3. Pricing

All prices must be offered on an F.O.B. Destination basis. Prices must include freight to the following destination:

Defense Depot Tracy
 W62G2T
 W1BG DLA DISTRIBUTION
 25600 S. CHRISMAN ROAD
 WAREHOUSE NO. 30, SECTION 2 - UGR
 TRACY, CA 95376-5000 US

-Inspection is at Origin (Contractor's Plant) and Acceptance is at Destination (Tracy Depot)

-Required Delivery Dates shall not exceed **90** days after issuance of each delivery order

Form (CONTINUED)

-The Government reserves the right to require information other than cost or pricing data, as defined at FAR 2.101, or cost and pricing data, as applicable and if required to determine price reasonableness of any offer(s).

-Offerors must submit pricing for each line item they intend to submit an offer. Pricing must be submitted for all tiers on an F.O.B Destination basis. Failure to submit pricing on all tiers on any line item may result in non-acceptance of that line item(s) and/or tier(s), which could result in rejection of the entire proposal as technically unacceptable. Different prices may be offered per tier. Each offer should be priced accordingly. Only one price per tier will be accepted. Unit prices must be formatted using no more than two decimal places. (Ex: \$X.XX.) Offerors may submit their pricing below or separately in a similar format:

	Est Annual Qty	Unit of Issue	Firm Fixed Price	Portion Subject to EPA	Total Unit Price
Tier 1	17,840	PG	\$ _____	\$ _____	\$ _____
Tier 2	17,840	PG	\$ _____		
Tier 3	17,840	PG	\$ _____		
Tier 4	17,840	PG	\$ _____		
Tier 5	17,840	PG	\$ _____		

4. Delivery Requirements

The shelf life for this item is 36 months

The required delivery date (RDD) will be 90 days after the issuance of each delivery order

-The effective term of the contract will contain give (5) consecutive tiered delivery periods. Each tier will be 365 days in length. The first delivery period will begin upon date of award, unless specified in resulting contract.

-See FAR clause 52.216-22, Indefinite Quantity and FAR clause 52.216-18, Ordering for delivery periods and ordering.

-See clause 52.216-19 -ORDER LIMITATIONS - for individual delivery order quantities. COMPLETE DELIVERY INSTRUCTIONS WILL BE PROVIDED WITH EACH DELIVERY ORDER.

-PRE-AWARD PLANT SURVEY: To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants, which are to be used in the performance of a contract. In the event the government is prevented from conducting such surveys by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

STATEMENT OF WORK**1. Introduction**

DLA Troop Support intends to award a long term, indefinite quantity, firm fixed price contract(s) with the

Form (CONTINUED)

purpose to provide Dehydrated Menu Items to be used in the Unitized Group Ration - Heat & Serve Program and Unitized Group Ration M Programs.

This solicitation is hereby issued utilizing Low Price Technically Acceptable (LPTA) source selection procedures. Offerors must meet all terms, conditions, and requirements of this solicitation. See FAR Provision 52.212-2 Evaluation-Commercial Items for evaluation criteria. DLA Troop Support will utilize LPTA source selection procedures to evaluate all offers. A proposal will be determined Technically Acceptable if it meets all terms and conditions of Government's submission requirements of the solicitation. The required submissions must be received from offerors before the time set for closing. Failure to furnish this information by the time specified may be cause for rejection if not otherwise acceptable under FAR provisions for considering late offers. To receive consideration for award on a given line item, an offeror must be rated as technically acceptable regarding the technical factor. Technical acceptability will be rated as either acceptable or unacceptable. The Government may also remove an offer from consideration for award on a given line item if the pricing offered is considered unreasonable.

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

1. Technical Evaluation - Product Demonstration Models
2. Price

2. Contracting Authority

- A. A DLA Troop Support Contracting Officer is the ONLY person authorized to approve changes to or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

3. Negotiations

For the subject acquisition, the Government intends to award on initial offers but reserves the right to conduct negotiations if determined by the Contracting Officer to be necessary. Initial responses to negotiations must be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail.

4. Technical/Quality Data**I. Product Demonstration Model (PDM) Information:**

Form (CONTINUED)

Product Demonstration Model (PDM): The Government requires Product Demonstration Models (PDMs) for each item while the solicitation is open. The PDMs must be received no later than the time set for closing of offers. Offers will be evaluated to determine compliance with all characteristics listed for evaluation in FAR 52.212-2 herein. Failure to furnish this information and PDMs by the time specified in the solicitation may be cause for rejection of the proposal. The offer may be rejected under the late offer clause or may be rejected because additional submissions will be tantamount to a submission of a new offer. A cover letter may accompany the offer to set forth any information you wish to bring to the attention of the Government.

Solicitation Provisions:

Product Demonstration Models (PDMs) are to be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDMs will become the property of the Government and will not be returned to the offeror. Failure to submit PDMs may result in rejection of an offer.

- a. The PDM is the standard to which all production under any contract resulting from this solicitation must conform. Offerors are cautioned that samples produced in test facilities may not be comparable to the product produced on a production line, which result in rejection of the product. Also major changes in production methodology or packaging, such as implementation of new technology, may result in production that does not meet the production standard, which would require the submission and evaluation of new PDMs. Should the contractor at any time plan to, or actually produce the product using different raw material or process methodologies from the approved Product Standard, which result in a product non-comparable to the Product Standard, the contractor shall arrange for a Replacement PDM approval. In any event, all product produced must meet all requirements of this document including Product Standard comparability.
- b. The Government will evaluate the PDMs for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor and texture using the recognized 9-point quality rating scale to determine product quality. PDMs must conform to all specification/production description characteristics. Failure of models to conform to the specification may result in rejection of offer. Product offered shall conform to all packaging, labeling, and packing requirements as well as analytical requirements. The government shall not accept product from any resultant contract which does not conform to all requirements.
- c. Vendors shall have one opportunity to correct any deficiencies found during the evaluation of PDMs submitted as part of the initial proposal and have their PDM pass evaluation. Vendors are advised that if they have any unacceptable PDMs after the second evaluation, their proposal will be determined to be technically unacceptable and they will not be considered for award. The Government shall require each PDM to be rated as "Acceptable". Revised or alternate PDMs submitted during negotiations shall be evaluated for the same criteria detailed above.
- d. PDMs shall be submitted as follows:

A total of 30 samples of PDM items shall be submitted as stated below:

- i. A total of 12 PDMs shall be sent to:

DEPARTMENT OF THE ARMY

FCDD-SCC-EMR (Attn Jill Bates)

COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER

10 GENERAL GREENE AVENUE

Form (CONTINUED)

NATICK, MA 01760-5056

Lab # 508-233-3315

jill.m.bates.civ@army.mil

Note: The end or side of the box should have a sticker, or be printed on the box, with the following information:

Product Demonstration Model Sample

Solicitation Number

Product Identity

Lot #

Company Name and Address

Point of Contact Name and Phone Number

Inside the case, along with the samples, should be the required paperwork, fully identifying the product, solicitation number, contract number (if applicable), whether the item is an Initial, Replenishment, or Replacement PDM, USDA certification, any test results available, or any other information to assist in identifying the product and conducting the evaluation.

Offerors may direct proposed subcontractors to submit PDM samples directly to DEVCOM SC on their behalf. In those instances, the offeror will send written notification of subcontractor submissions to DEVCOM SC and such PDMs must be clearly labeled for which offeror they are being submitted. This documentation must also be part of their proposal. PDMs will not be evaluated until written notification from the offeror is received. This consideration does not relieve the offeror of the full responsibility for submitting all PDMs in a timely manner. Late submissions of PDMs may be the basis for rejection of the proposal.

The Offeror shall provide a complete list of its PDMs submitted, with its technical proposal, to include: item, source of supply name and address, and item lot number. Note: Offerors may submit PDMs to DEVCOM SC for evaluation any time after solicitation issuance. However, PDM Samples and documentation must be submitted by the deadline for receipt of proposals to the Business Opportunities Office (BOO) at DLA TROOP SUPPORT with the aforementioned supplier and lot number information.

ii. A total of 16 PDMs shall be sent to the cognizant in-plant Government inspector. In this instance, the offeror shall advise the Government inspector after production of the PDMs and shall obtain a signed statement from the inspector confirming possession of the samples and identifying the

Form (CONTINUED)

samples as from the same production lot as those submitted to DEVCOM SC. The offeror shall submit this statement(s) with this balance of PDM samples submitted to DLA Troop Support.

- iii. The remaining 2 PDMs of the same product lot code as those submitted to DEVCOM SC and the USDA government inspector shall be mailed along with your technical proposal to the address indicated on Block 9 at DLA Troop Support (attn. James Kahn) on the first page of the solicitation. Coordinate sample submission with the Contracting Officer prior to submittal to DLA Troop Support-Subsistence.
- iv. PLEASE NOTE: This requirement is waived for any offeror who has submitted and received an acceptable rating on a PDM or FA from DEVCOM SC, in the 12 months prior to the solicitation close date. Please provide documentation from DEVCOM SC of the passing PDM score.
- v. Late submissions of PDMs may be the basis for rejection of the proposal.
- vi. The PDMs required in this part of the solicitation, which are submitted to DEVCOM SC, must have any required analytical results included as part of the offer for this technical evaluation factor. The analyticals are to be self-certified or certified by the USDA (i.e., testing of official USDA samples by a USDA/AMS laboratory) for current suppliers of these items and self-certified by other potential offerors. Failure to submit the required certified analyticals with PDMs may result in the proposal not being considered for award. The offeror should include applicable documentation to establish that the product has been processed to meet commercial sterility requirements. e.g.: including incubation sample results.

e. Every 12 months, the Government Quality Assurance Representative (GQAR) will randomly select 12 replenishment samples for DEVCOM SC and 16 replenishment samples for the government's supply at origin from a lot accepted by the government for all contractual requirements. The contractor will be responsible for shipment to DEVCOM SC. This replenishment may occur earlier if necessary to ensure an adequate supply of PDM samples. The contractor will also use samples from this same lot as the production standard.

- i. Replenishment PDMs are defined as product samples used to reestablish the product standard due to depleting the current PDM stocks or as required by schedule. Replenishment PDMs will be evaluated for appearance, odor, flavor and texture, must be equal to or better than the existing product standard for all characteristics, and must meet the requirements for those characteristics in the appropriate product technical requirements document or specification(s). Upon acceptance the replenishment PDM will become the new product standard.
- ii. If a Replenishment PDM is rejected by DEVCOM SC, the next conforming production lot will be

Form (CONTINUED)

submitted by USDA as a Resolution PDM Replenishment. This follow-up Resolution PDM Replenishment and any subsequent Resolution lots cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM SC.

iii. The cut-off date for PDM Replenishments will be 18 months. After 18 months, USDA will submit a PDM sample to DEVCOM SC as a Replacement PDM, following the PDM submittal process. The production lot that is used for the Replacement PDM submittal cannot be shipped by the manufacturer without an acceptable evaluation result from DEVCOM SC.

f. *If the contractor wishes to establish a new standard, that new standard would be called a Replacement PDM.*

Replacement PDMs are defined as product samples that are non-comparable to the established PDM, e.g. due to different ingredients or process methodologies. Replacement PDMs are submitted by the contractor and follow the same submittal process as the initial PDM. At no time will there be two standards for the product.

g. Periodic Review samples are required for all Polymeric Tray items. The following are the requirements and distribution of samples: The USDA Inspector shall select eight samples of each item produced during each month of Polymeric Tray production. The eight samples will be selected from four random sampling points in the lot and DEVCOM SC will receive samples from each of those four sampling points. The remaining samples will be distributed to the USDA review locations. These samples shall be designated as Monthly Review Samples. The USDA Inspector will ship them monthly to the following locations at the contractor's expense:

One sample of all items to the USDA, AMS, FV, SCI Division Review Locations (Washington, DC; Oshkosh, WI; South Bend, IN and Winter Haven, FL)

AND

Four samples of all items to:

DEPARTMENT OF THE ARMY

FCDD-SCC-EMR (Attn Jill Bates)

COMBAT CAPABILITIES DEVELOPMENT COMMAND-SOLDIER CENTER

10 GENERAL GREENE AVENUE

NATICK, MA 01760-5056

In the event that an offeror's PDM was found technically acceptable, but not offered the award, the offeror may present the remainder of the PDM lot, to the Government for purchase at the awarded price. The Government retains the option to purchase the remainder of the lot at the order price.

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming

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Form (CONTINUED)

to the solicitation will be most advantageous to the Government, price and meeting the requirements of the solicitation considered. The following shall be used to evaluate offers:

- DLA Troop Support will use **Low Price Technically Acceptable** procedures to evaluate all offers. The Government will evaluate each offeror's unit prices. Pricing will be evaluated for indefinite quantity to one destination. The indefinite quantities for this acquisition will be multiplied by the offered unit price to estimate the lowest overall aggregate cost to the Government.
- The Government requests PDMs and will evaluate **the PDMs** for compliance with the item descriptions and product specifications and will also evaluate the sensory attributes of the food product to include appearance, odor, flavor, and texture using the recognized 9-point quality rating scale to determine product quality. The PDMs will be evaluated by DEVCOM SC and **will be rated "ACCEPTABLE" if it meets the requirement of the item description and its Quality Scale result from DEVCOM SC is equal or above 6**. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer. The 12 acceptable **PDMs** will be used as production standards.
- If negotiations are conducted, offerors having unacceptable PDMs (Quality Scale is lower than 6) will be given an opportunity to correct deficient PDMs. The final rating will be based on second submission (if negotiations are conducted) and it must be rated "ACCEPTABLE" otherwise the final proposal will be rejected.

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

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

II. INSPECTION AND ACCEPTANCE REQUIREMENTS

A. For the purposes of Inspection/Acceptance and Shipment/Delivery, a manufacturer's "lot" shall be considered no greater than a single shift's production.

Note: When product is being delivered to Tracy Depot in California, lot numbers will not be mixed on the same pallet.

B. OPTIONAL CONTRACTOR TESTING is provided by the alternate inspection requirements of DLAD 52.246-9024, Alternative Inspection Requirements for Selected Items.

III. ITEM DESCRIPTION

The below listed item descriptions include the required technical specification (i.e. Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc) for this acquisition.

Note: When a CID is listed as the required technical specification, the associated PKG&QAP document - if there is one - is also incorporated into the performance requirements.

NSN: 8905-01-538-9113

CONTINUED ON NEXT PAGE

Form (CONTINUED)

Item Description: BACON, PRECOOKED, SLICED, IN FLEXIBLE POUCHES

Specification: CID A-A-20081H, Species I, Curing agents 2, Package size (3) and PKG&QAP A-A-20081H

Copies of the required technical specifications (i.e.: Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc) may be obtained upon request from:

Defense Logistics Agency
DLA Troop Support
Ms. Shannon Dempsey, Food Technologist and/or Mr. Raphael Kler, Product Specialist
ATTN: FTSC
700 Robbins Avenue, Philadelphia, PA 19111-5092
e-mail: substqgroupations@dla.mil

Copies of the stated documents may also be obtained at the DLA Troop Support Subsistence Internet website located at <https://www.dla.mil/TroopSupport/Subsistence/OperationalRations/pcracr/> or <http://www.dla.mil/TroopSupport/Subsistence/OperationalRations/cids/>

IV. TRACEABILITY

In order to facilitate an effective traceability for the Unitized Group Ration Program, the contractor shall ensure that each primary container (unit pack) and intermediate container, if required, has a lot number and Date of Pack (DOP). These package codes shall be permanent and legible.

Use of the Julian Date for the lot number and a time stamp (hour and minute of filling/sealing) is preferred. For example (8028 12:15), 8028 = January 28, 2028 and 12:15 representing the time of filling/sealing. When not required by specification, the contractor's lot identification may be of their own coding, i.e. a closed code, but the contractor shall provide the coding information for the primary containers and the contract data markings upon delivery. Package codes (to include time per case lot number shall be identified on the appropriate accompanying DD Form 250 upon delivery.

Additionally, the contractor shall ensure that traceability records include identifying ALL ingredients and ALL sources for those ingredients. This shall be accomplished for each item, brand and component that is shipped to the Defense Depot (Assembler) for the Unitized Group Ration Programs.

This information shall be made available within 24 hours.

V. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Veterinary Medical and Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U. S. Army Medical Command Veterinary Services Directorate, or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by U. S. Army Medical Command Veterinary Services Directorate will be routed through DLA Troop Support- FTW Food Safety Office for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, US Army Veterinary Services.

SANITARY CONDITIONS

Form (CONTINUED)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the MEDCOM Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafoodinspection.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and

Form (CONTINUED)

address of the producing facility.

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published by the USDHHS, FDA at <https://www.fda.gov/food/guidance-documents-regulatory-information-topic-food-and-dietary-supplements/milk-guidance-documents-regulatory-information>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <https://apps.ams.usda.gov/dairy/ApprovedPlantList/>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdffiles/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

VI. MARKING OF SHIPPING CONTAINERS AND MARKING OF UNIT LOADS

Form (CONTINUED)

All Shipping Containers and Unit Loads shall be clearly marked, in accordance with DLA Troop Support Form 3556 entitled "Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semi-perishable Subsistence, dated April 2014, with the following information on two adjacent sides of the load with the largest characters possible as follows:

Unitized Ration Component

National Stock Number

Item Name

Date of Pack and Lot Number

Number of Shipping Containers per Pallet

Contract Number

Contractor's name and Address

Inspection Test Date (ITD)

Note: For the Inspection Test Date, the expected shelf life is found in the applicable solicitation/contract. To calculate the ITD, add the shelf life value to the month/year date of pack.

Example, if the Date of Pack is June 2024, and the shelf life is 36 months (3 years), then the ITD is computed as follows: 6/24 + 3 years = 6/27. If labels are used, they shall be permanently affixed with water-resistant adhesive tape.

Shipments without the appropriate Shipping Container and Unit Load Markings will be rejected and returned to origin, or at the Contracting Officers discretion, reworked at a labor rate determined by the destination activity (not DLA Troop Support).

VII. UNITIZATION

Unit loads shall have the shipping containers arranged on a 40 inch by 48 inch commercial wood or plywood four-way entry pallet, or on a 48 inch by 40 inch Grocery Manufacturers of America wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film, or others means that comply with carrier rules and regulations applicable to the mode of transportation (adhesive bonding is not acceptable).

Bonding material shall secure the load to the pallet to form a consolidated, stable cargo which can be handled as a unit. For example, when strapping is used to secure the load, the straps shall pass under the top deck boards of the pallet. When stretch or shrink film is used, it must be applied low enough on the pallet to secure the load to the pallet. The unit load height shall not exceed 50 inches.

Inspection of unit loads shall be in accordance with classification Type III, Class G of DLA Troop Support Form 3507 of April 2014 entitled "Loads, Unit: Preparation of Semi-perishable Subsistence Items."

**NOTE: The unit load dimensions are 40 inches in length by 48 inches in width and 50 inches in height
These dimensions are exact and can be no larger than what is specified. No overhang is permitted.**

REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM)

WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSB).

Form (CONTINUED)

All Wood Packaging Material (WPM) used to make shipments under DoD contracts and/or acquired by DoD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DoD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DoD cargo.

All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

VIII. QUALITY ASSURANCE PROVISIONS INSPECTION/ACCEPTANCE

The contractor must meet all characteristics specified herein. For product requiring contractor-paid USDA, only end-item inspection of the finished product for compliance with contract requirements shall be lot inspected by USDA, AMS, FV, PPB. In addition, Government inspection shall also be at destination for identity, count and condition for all terms and conditions of the contract. This shall include but is not limited to the following:

1. All shipments must be accompanied by an accurate DD-250, and all other pertinent invoices as required.
2. All unit loads must be marked in accordance with DLA Troop Support Form 3556.
3. All unit loads shall be stable and not exceed 50 inches in height including pallet material.
4. All delivered product shall be free of defects.
5. All shipments must contain the correct quantity as specified by DLA Troop Support.
6. Appointments must be scheduled with the receiving activity prior to delivery.
7. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.
8. All delivered products must meet the required date of pack/shelf-life requirements.
9. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.
10. All delivered products must be free of insect and rodent infestation.

Failure to comply with ANY of the above conditions may result in the shipment(s) being rejected and returned to origin, or at the Contracting Officer's discretion reworked at a labor rate determined by the destination activity (not DLA Troop Support).

QUALITY ASSURANCE PROVISIONS:

By submitting an offer, the contractor certifies that the product offered meets: the specified finished product salient characteristics and all requirements of this contract; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has a national or regional distribution from storage facilities located within the United States, its territories, or possessions; and is sold on the commercial market.

The Government reserves the right to determine proof of such conformance prior to the first delivery from the point of origin and anytime thereafter, as may be necessary, to include delivery at final destination, and for the time the product is covered

Form (CONTINUED)

under warranty, to determine conformance with the provisions of the contract.

End item lots determined nonconforming may be reworked to correct or screen out the defective units. Rework shall only be considered acceptable to the Government when the rework procedure has a reasonable probability of correcting the deficiency.

An end item lot rejected by the contractor or Government must be reworked and re-offered within 30 days from the date of initial rejection.

The supplies or products furnished under the contract shall be produced in accordance with the provisions of 21 CFR, Part 110, "Current Good Manufacturing Practices in Manufacturing, Packing or Holding Human Food," and all regulations referenced therein.

If FAR Clauses 52.246-2 and 52.246-11 are applicable to this solicitation/contract they shall be cited to properly enforce the Higher Level Contract Quality requirements.

In addition to any inspection requirements cited in contract and/or prime documents, inspection for packaging, labeling and packing, and marking shall be in accordance with the quality assurance provisions contained in this solicitation.

The Quality Assurance Provisions found in Section Quality/Technical of this solicitation are required for DCMA and Government inspection, unless otherwise specified by this solicitation/contract.

IX. DATE OF PACK

Acceptance will be limited to product processed and packed subsequent to date of award of delivery order. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than 90 days at delivery.

X. REWORK OF NONCONFORMING PRODUCT PRE OR POST ACCEPTANCE

Rework of Nonconforming Product: The Government QAR must be informed and provided documentation of all rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

A. Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections): Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a Standard Rework Procedure (SRP), for certain defects, under the contractor's documented QSP section XII - Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DLA Troop Support-FTR, and DLA Troop Support-FTSC, and approved by the applicable Contracting Officer.

NOTE: All requests for rework shall be accompanied with a COMPREHENSIVE rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request the GQAR to inspect for the non-conforming characteristics also, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. After any lot's failure or rework, if the lot is reinspected, it will be both Contractor and Government inspected at the next higher sample size; however, the accept/reject numbers used for the normal inspection will be used.

Form (CONTINUED)**B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DLA Troop Support-FTR Office.**

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by DLA Troop Support-FTSC.

2. Food Safety and Foreign Material: All corrective actions for product retained due to processed/unprocessed container mix-ups must be approved by FTR. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

Foreign material identified during normal in-process control actions does not require a waiver request from DLA Troop Support FTR, but does require USDA notification of the incident. However, foreign material discovered during the Contractor or GQAR/USDA end item inspection is cause for rejection of the lot. Rework requests that involve foreign material identified during end item inspections require approval from DLA Troop Support FTR before the rework activity can proceed.

Note: A notification of nonconformance containing ineffective corrective actions, as identified by USDA, require DLA-TS attention and action

“Retesting/re-inspection/rework of product that tested positive for food borne pathogens (salmonella, e. coli, etc.) is not authorized.”

Note: Deviations (that occur during or prior to the production of a product) from specific preparation/ formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (DEVCOM SC) through the applicable Contracting Officer.

3. Container Integrity Defects: All reworks due to container integrity defects noted during the producer's end item inspection (for critical container defects only) or Government final lot end item verification inspection, must be approved by FTR unless 100% primary container rework of the entire lot is conducted at source (Note: All second time reworks must be approved by the applicable FTR office). All containers exhibiting same or other container integrity defects must be removed during the 100% primary container rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected, as applicable, by the contractor at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

4. Second Time Reworks: All second time reworks must be approved by the applicable FTR office.

5. Nonconformances Noted During The Government End Item Verification Inspection:

All rework requests submitted for defects noted during Government end item verification inspections must be approved by the applicable Contracting Officer, unless exempted under paragraph 3 above.

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of

Form (CONTINUED)

the end item verification inspection performed by the GQAR. **Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be counted against the contractor's quality history.** If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective. However, all requests for waivers and product deviations will be counted.

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical container defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to DLA Troop Support-FTSB (Quality Systems Auditors). **All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.**

NOTE: If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

All requests for rework shall be accompanied with a **comprehensive** rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies".

D. Request for Rework, Request for Waiver, Request for Deviation, or Re-inspection of Nonconforming Supplies

1. When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or re-inspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

NOTE: Subject line should include what is being asked for (i.e.: Request for Waiver for Drain Weight of Beef Stew or Request for Rework for Residual Air for Apple Dessert)

- a. Type of Request: Waiver, Notification, Re-inspection, Rework
- b. Approval Required from DLA: Yes or No
- c. Contractor Name/Address
- d. Contract Number
- e. Product Name
- f. National Stock Number
- g. Batch Number(s) (If Applicable)
- h. Sublot(s) (If Applicable)
- i. Lot Number(s)
- j. Process Category (i.e. Work-progress/End Item)
- k. Quantity
- l. Specification Requirement Number (PCR, CID, etc)
- m. Sample Size; Defect; Accept/Reject
- n. Defect Classification: Critical, Major, Minor, NA
- o. Inspection Failure (Summary of non-conformances)
- p. Failure Identified: Processing, Packaging, End Item
- q. Inspector: In-plant/Contractor or USDA
- r. Date of Incident
- s. Attachments (Provide in-house, USDA worksheets, in-process data)
- t. Root Cause of nonconformance or deviation (Describe using a short detailed paragraph; Tell a story of the incident)
- u. Corrective Action (Describe using a short detailed paragraph)
- v. Preventive Action (Describe using a short detailed paragraph; if preventive action is not possible,

Form (CONTINUED)

state why)

- w. Occurrence (Has this occurred before/when; if yes, what was the date/contract/lot number of last occurrence)
- x. Estimated Cost
- y. Effect on Delivery
- z. Justification for request (What are you asking for?)

NOTE: All requests for rework shall be accompanied with a COMPREHENSIVE rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. After any lot's failure or rework, if the lot is re-inspected, it will be both Contractor and Government inspected at the next higher sample size; however, the accept/reject numbers used for the normal inspection will be used.

2. When a valid technical reason for re-inspection without rework is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure; reinspect the non-reworked lot after taking the corrective action, and evaluate the results of the initial inspection and the re-inspection by means of recognized statistical methods.

a. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on re-inspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

b. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.

1. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.

2. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

XI. INTEGRATED PEST MANAGEMENT (IPM) and FOOD DEFENSE/PROTECTION PLAN

A. INTEGRATED PEST MANAGEMENT

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations," of 15 November 2017 are required and apply to all Operational Rations components. Each contractor is to have an IPM program in place prior to the initiation of production of Government product. The IPM plan is required to be submitted to DLA Troop Support upon submittal of proposals. Associated pesticide labels and SDS documents are not required but are to be made available upon request by DLA Troop Support. The contractor shall have those documents available for on-site review during a Quality Systems Management Visit (QSMV) or Quality Systems Compliance Audit. In addition, evidence of an insect or rodent infestation, or contamination involving any end item will be cause for rejection of the involved lot. IPM program requirements can be found on the DLA Troop Support website at: https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/TS_ipm-cpaf_171120.pdf

B. FOOD DEFENSE PLAN

Currently, all DLA Troop Support Subsistence contracts have a requirement for submission and implementation of some type of Food Defense Plan at each contractor facility. As a result of increased risk for the potential of intentional food tampering the plan shall describe (in general terms) the type of preventive measures that are taken or will be taken to reduce Food Defense Plan vulnerabilities and to protect the food intended for DLA Troop Support's customers at CONUS and OCONUS locations. The plan must include preventive steps taken to safeguard product from intentional tampering/contamination during all stages of receipt, production, storage, assembly, delivery, and shipment. Areas of concern listed in this checklist must be addressed in the

Form (CONTINUED)

plan. The Food Defense Plan will be received, reviewed, rated, and kept on record in the Quality Audits & Product Protection Branch (DTA Troop Support-FTSB). Note: Points will be deducted for not responding to a question with a YES, NO, N/A or for not providing the information requested (e.g., establishment registration information). To download a copy of the DLA Troop Support Food Defense Checklist go to <https://www.dla.mil/Troop-Support/Subsistence/Food-Safety/Food-Quality/> or contact the applicable DLA Troop Support Contracting Officer or the Quality Audits & Product Protection Branch (DLA Troop Support-FTSB). The Quality Audits Food Defense Branch (FTSB) is the only DLA/DLA Troop Support office authorized to receive, review and approve Food Defense Plans. ALL Food Defense Plans and QSPs are maintained and secured by FTSB.

C. CURRENT GOOD MANUFACTURING PRACTICES IN MANUFACTURING, PACKAGING OR HOLDING HUMAN FOOD

Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 “Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food,” and all regulations referenced herein, is required. In addition, the contractor is required to comply with all with the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

XII. ENTRY INTO PLANT

The Contracting Officer or any Government personnel designated by him shall be permitted entry into the Contractor's and Subcontractor's plants at any time during the effective period of the contract. Except for inspection services, the Contracting Officer shall give prior notice of the purpose of the meeting and shall furnish dates of the visit.

XIII. PLACE OF PERFORMANCE

- A. The offeror must stipulate in its proposal to this solicitation information pertinent to the place of performance.
- B. Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the Contracting Officer.

XIV. PACKAGING

If applicable, preservation, packaging, etc. furnished by suppliers shall meet or exceed the following requirements:

Unit packages shall be designed and constructed so that the contents of each package shall be protected from damage during shipment and storage. Unit packages shall also be able to withstand subsequent handling. Unit packs susceptible to corrosion or deterioration shall be protected by preservative coatings. Items requiring protection from physical damage, or which are fragile in nature (i.e., glass) shall be protected by wrapping, cushioning, etc. or other means to mitigate damage during handling and shipment. If screw caps are used, they shall be secured to the bottles with a band of plastic shrink film or plastic tape. All bottles shall be hermetically sealed (inner seal) and secured to withstand any position in the shipping container without leaking.

XV. LABELING

If applicable, labeling for unit and intermediate containers shall meet those used in the commercial distribution or over the counter retail sales. The labeling shall be sufficient to clearly and visibly identify the contents of the package. All markings must comply with the applicable laws as set forth by the Federal Food Drug and Cosmetic Act and regulations promulgated there under.

XVI. PACKING

Form (CONTINUED)

If applicable, the shipping container (including any necessary blocking, bracing cushioning or waterproofing) shall comply with the regulations of the carrier used and provide safe delivery to the destination point at the lowest possible tariff cost. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one year.

ELECTRONIC INVOICING BY SUPPLIERS VIA WIDE AREA WORKFLOW (WAWF):

All suppliers are required to process invoices electronically by using WAWF. Suppliers must have at least two trained company representatives with access to WAWF. A copy of the WAWF Report and a Bill of Lading shall be provided to Tracy Depot for each individual shipment. The WAWF report and Bill of lading shall be presented by the truck driver, or it must be attached to the last pallet of a shipment. The WAWF report is the only acceptable invoice and must be complete in order to receive payment. This is a condition for contract award.

Wide Area Workflow (WAWF) is a secure web-based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment. It

WAWF System Requirements

WAWF is a free internet application. Contractors should refer to the "Machine.

Setup" information on the WAWF homepage, <https://wawf.eb.mil>

The minimum system requirements are:

- 133 MHz or more Pentium microprocessor (or equivalent) SVGA Color Monitor (minimum 256 color)
- 64 MB RAM (minimum)
- Internet Access (broadband recommended)

WAWF is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests - January 2004) which requires claims for under a Department of Defense Contract to be submitted in electronic form.

As of March 03, 2008, DOD has issued a final rule amending the Defense Federal Acquisition Regulation supplement (DFARS) to require use of the Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts.

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS

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

Form (CONTINUED)

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

Contract Clauses

TS16-23 ECONOMIC PRICE ADJUSTMENT (EPA) - UNITIZED GROUP RATION (JUN 2017)

- a) Warranties: For the portion of the schedule that is covered by this EPA language, the Contractor warrants that the unit prices included in the Schedule does not include allowances for any portion of the contingency covered by this EPA language.
- b) Base unit price: The base unit prices for the purpose of the adjustment calculations under this EPA language shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only (e.g. an average of egg indices for egg products, pork belly indices for pork products, and skim milk and butterfat indices for milk products) only for the period specified under the “BASE Unit Price” column in paragraph (b) immediately preceding either,
 - 1. The closing date for proposals (if discussions are not held)
 - 2. The due date for final proposal revisions (if discussions are held)
 - 3. The opening date (if sealed bidding is used)

Item	EPA Component	Economic Indicator	Publication	Base Unit Price	Adj Unit Price
Bacon, precooked, sliced, cured	Pork Belly	Pork Belly, Derined , 9-13	USDA Weekly National Carlot Meat Report - Weekly	-	-

- c) Adjusting unit price: The adjusting unit prices shall be the arithmetic average of the weekly or monthly prices of each applicable economic indicator only for the period specified under the “Adjusting Unit Price” column shown in paragraph (b) immediately preceding the effective date the option term is exercised.
- d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror (s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this EPA language may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for the EPA factors subject to price adjustments under this EPA language, and the economic indicators and publications to be used are listed in paragraph (b) of this EPA language.
- e) With respect to increases or decreases under this EPA language, no adjustment shall be made to the base term

Form (CONTINUED)

contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming option term (if exercised).

f) EPA allowance factor: For the purpose of price adjustment pursuant to this EPA language, it shall be conclusively presumed that the amount shown under "Portion Subject to EPA" represents the cost of each item that is subject to adjustment. The portion subject to EPA refers to the element of cost for each item that is outside the control of the vendor and in "Schedule B" the offerors will be required to fill in this amount. This is the only portion of the cost that will be subject to the EPA provision. The EPA provisions based on changes in market prices for product material costs such as egg, pork belly, skim milk, and buttermilk, are subject to the EPA, because there is serious doubt concerning the stability of market conditions. The balance of product costs for items such as labor, overhead, General and Administrative (G&A), transportation, and profit are those contingencies that can be included in the contract price and can be identified and covered separately through firm fixed prices. The EPA allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract which affects this allowance.

g) Performance requirement: The United States Army Research, Development and Engineering Command (RDECOM) Natick Soldier Center (NSC) who prepares the specifications has moved from Military Specifications to Performance Requirements. The Government no longer states the specific amount of product (egg, pork belly, skim milk, buttermilk etc.) (a unitized group ration item) that goes into a Unitized Group Ration, only an overall amount with a protein and carbohydrate requirement. Meeting the protein and carbohydrate requirement indicates that the Contractor has put in sufficient quantities of required ingredients in the Unitized Group Ration to satisfy the requirement. (Different Contractors will put in differing quantities of egg, pork belly, skim milk, buttermilk etc. to meet the protein and carbohydrate performance requirements). This is why specific weights or quantities cannot be specified in advance in this EPA as would be used in a Military Specification and the cost for the items subject to adjustment will be entered by the Contractor in Section B. The Government performs oversight to ensure that the performance requirements are met or exceeded.

h) Adjustments shall be calculated as follows: (Round to four decimal places)

1. Compute the Adjusting Unit Price and the Base Unit Price
2. $(\text{Adjusting Unit Price} - \text{Base Unit Price}) / \text{Base Unit Price} = \text{Market Price Change (+ or -)}$
3. $\text{Market Price Change} * \text{Allowance Factor} = \text{Contract Unit Price Adjustment (+ or -) for each item subject to EPA adjustment}$
4. The original option unit price(s) for each option will be the sum of the firm fixed price portion and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the option period being adjusted.
5. Determine the Contract Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.

i) Determine the Contract Price Adjustment by computing the sum total of the price Adjustment of all items subject to EPA.

j) Payments: Payment for items pending adjustment under this EPA language shall be at the existing unadjusted current unit price until an adjustment modification has been issued. Following issuance of an adjusting

Form (CONTINUED)

contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable option period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this EPA language.

- k) Any pricing actions pursuant to the “Changes” clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.
- l) No adjustment will be made under this EPA language unless the total change in the contract amount is \$500.00 or more.
- m) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 30% per annum of the original option unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this EPA language.
- n) Revision of market price indicator: In the event any applicable market price indicator is discontinued or its method of derivation is altered substantially and/or the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.
- o) Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA language then the matter shall be resolved in accordance with the Disputes clause of the contract.
- p) Authority to add additional items to this EPA language: Paragraph (b) of this EPA language identifies 3 unique components contained in the ration. These components are selected based on historical data and may not be included in every ration. Refer elsewhere in the solicitation/contract for listing of the exact component makeup. Due to customer requirements, the Contracting Officer may add additional components to the ration. The Contracting Officer will show within paragraph (b) the additional components(s).
- q) Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.
- r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

Note: 52.212-4, Contract Terms and Conditions --Commercial Products and Commercial Services (NOV 2023) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>. Text is available for viewing in

Form (CONTINUED)

Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003) AND (MAR 2025)(DEVIATION 2025-O0004)

(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 Covered Entities (DEC 2023) (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 89(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, 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:

(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(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) (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

Form (CONTINUED)

Division R of Pub. L. 117-238).

(10) **52.204-28**, Federal Acquisition Supply Chain 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 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, Proposed for Debarment, or Voluntarily Excluded (JAN 2025) (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 (Class Deviation 2020-O0008) (MAR 2020) of 52.219-7**

(20) **52.219-8**, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637 (d)(2) and (3)).

(21)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2025) (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 (JAN 2025) 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, Class Deviation 2021-O0008 (FEB 2023) (15 U.S.C. 637(a)(14)).

(24) **52.219-16**, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i))002E

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

(26)(i) **52.219-28**, Post Award Small Business Program Representation (JAN 2025) (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 (EDWOSB) 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 (WOSB) Concerns Eligible Under the WOSB 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](#)

Form (CONTINUED)

(r)).

(30) **52.219-33**, Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637](#)(a)(17)).

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

(32) **52.222-19**, Child Labor --Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

(33) **[Reserved]**

(34) **[Reserved]**

(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 (JAN 2025). (Executive Order 12989).
 (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)

(41) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671).

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

(44) **52.223-20**, Aerosols (May 2024) (42 U.S.C. 7671).

(45) **52.223-21**, Foams (May 2024) (42 U.S.C. 7671).

(46) **52.223-23**, Sustainable Products and Services (**MAR 2025**) (**DEVIATION 2025-O0004**) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 (ii) Alternate I (JAN 2017) of 52.224-3.

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

(49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (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** (JAN 2025) of 52.225-3.
 (iv) **Alternate III** (FEB 2024) of 52.225-3.
 (v) **Alternate IV** (OCT 2022) of 52.225-3.

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

Form (CONTINUED)

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

(52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

(56) **52.229-12** Tax on Certain Foreign Procurements (FEB 2021)

(57) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(58) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(59) **52.232-33**, Payment by Electronic Funds Transfer -- System for Award Management (OCT 2018) (31 U.S.C. 3332).

(60) **52.232-34**, Payment by Electronic Funds Transfer --Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(63) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901

(64) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).

(65) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) **Alternate I** (APR 2003) of 52.247-64.

(iii) **Alternate II** (NOV 2021) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

(1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).

(2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for

Form (CONTINUED)

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).

(10) **52.247-69** Reporting Requirement for U.S.-Flag Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g))

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712)

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232)

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division

Form (CONTINUED)

R of Pub. L. 117-238).

(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 (JAN 2025) (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 -6 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(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 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 (JAN 2025) (E. O. 12989).

(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. 2302 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)

Form (CONTINUED)**Addendum**

The following additional clauses are set forth in full text:

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

- 2 percent increase
- 2 percent decrease

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

- FAR:
- DFARS: •
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER TITLE/DATE

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023) DFARS

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (MAY 2019) DFARS

252.225-7002 Qualifying Country Sources as Subcontractors (MAR 2022) DFARS

52.232-17 Interest (MAY 2014) FAR

52.242-13 Bankruptcy (JUL 1995) FAR

52.242-15 Stop Work Order (AUG 1989) FAR

Solicitation Provisions**FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (SEP 2023)**

(a) *North American Industry Classification System (NAICS) code and small business size standard. The NAICS code*

Form (CONTINUED)

(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is 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.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time

Form (CONTINUED)

specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer

Form (CONTINUED)

may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) (The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101 -29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by --

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571 -767 -6688 or email at assisthelp@dla.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micropurchase threshold, and offers at or below the micropurchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for

Form (CONTINUED)

unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to 52.212-1:

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), *Submission of Offers*.

- a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [] Facsimile offers are NOT authorized for this solicitation. [] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), *Period for Acceptance of Offers*.

Change "30 calendar days" to read "___ calendar days".

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer

CONTINUED ON NEXT PAGE

Form (CONTINUED)

conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined are:

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025)(DEVIATION 2025-O0003) (MAR 2025) AND (DEVIATION 2025-O0004) (MAR 2025) ALTERNATE I (OCT 2014)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127 and the concern is certified by the SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

Form (CONTINUED)

- (6) 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
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Form (CONTINUED)

business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --

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

Sensitive technology --

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

Service-disabled veteran-owned small business (SDVOSB) concern mean a small business concern --

- (1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) *Service-disabled veteran*, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB that -

Form (CONTINUED)

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is a SDVOSB concern in SAM and has submitted a complete application for certification to SBA on or before December 31, 2023.

Service-Disabled Veteran-Owned Small Business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern --

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

- (1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.

Form (CONTINUED)

101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

(ii) is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103

(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___.]

Form (CONTINUED)

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.} [The offer shall enter the name unique entity identifier of each party to the joint venture: _____.]*

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

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

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

Form (CONTINUED)

performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

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

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(d) [Reserved]

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Form (CONTINUED)**Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)**

[List as necessary]

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

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

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

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

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

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

Line Item No. Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin Exceeds 55% domestic content (yes/no)

Form (CONTINUED)

[List as necessary]

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

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

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

Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

Form (CONTINUED)

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

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

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial

Form (CONTINUED)

challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product**Listed Countries of Origin**

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

Form (CONTINUED)

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

Form (CONTINUED)

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Form (CONTINUED)

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that -

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

Form (CONTINUED)

provision); and

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

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that -

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

Form (CONTINUED)

manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

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

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name:

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

(s)[Reserved].

(t) [Reserved]

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

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

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

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

(1) The offeror shall review the list of excluded parties in the System of Award Management System (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services as part of its offered products or services to the Government in the

Form (CONTINUED)

performance of any contract, subcontract, or other contractual instrument.

(2) The Offeror represents that -

- (i) It does, does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument
- (ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Addendum

The following additional provisions are set forth in full text:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a _____ contract resulting from this solicitation.

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

- (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here _____. Alternate wording may be negotiated with the contracting officer

(End of Provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Form (CONTINUED)

- FAR: <https://www.acquisition.gov/far/1ndex.html>;
- DFARS: <https://www.acquisition.osd.mil/dpap/dars/dosp/curr/1ndex.html>
- DLAD: <https://www.dla.mil/HO/Acquisition/Offer/1ndex.html>

The following additional provisions are incorporated by reference:

<u>Provision Number</u>	<u>Title/Date</u>
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (JUN 2020)

PROCUREMENT NOTES:**L06 Agency Protests (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

FAR 52.203-3, Gratuities (APR 1984)

FAR 52.204-7 System for Award Management (NOV 2024)

FAR 52.229-11 Tax on Certain Foreign Procurements - Notice and Representation (JUN 2020)

FAR 52.229-12 Tax on Certain Foreign Procurements (FEB 2021)

DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)

DFARS [252.203-7005](https://www.acquisition.osd.mil/dpap/dars/dosp/curr/252.203-7005.html), Representation Relating to Compensation of Former DoD Officials (SEP 2022)

DFARS [252.204-7012](https://www.acquisition.osd.mil/dpap/dars/dosp/curr/252.204-7012.html), Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)

Form (CONTINUED)

2023)

 [Reserved] DFARS [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016) DFARS [252.204-7015](#), Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)X DFARS 252.204-7019, Notice of NIST SP 800-171 DOD Assessment Requirements (MAR 2022)X DFARS 252.204-7020, NIST SP 800-171 DOD Assessment Requirements (JAN 2023)X DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)X DFARS [252.211-7003](#), Item Unique Identification and Valuation (MAR 2023) DFARS [252.215-7003](#), Requirements for Submission of Data Other Than Certified Cost or Pricing Data -- Canadian Commercial Corporation (JUL 2012) DFARS [252.215-7004](#), Requirement for Submission of Data other Than Certified Cost or Pricing Data -- Modifications --Canadian Commercial Corporation (OCT 2013) DFARS [252.215-7007](#), Notice of Intent to Resolicit (JUN 2012)X DFARS [252.215-7008](#), Only One Offer (DEC 2022)X DFARS 252.215-7013, Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023) DFARS 252.215-7016, Notification to Offerors - Postaward Debriefings (DEC 2022)X DFARS 252.216-7010, Postaward Debriefings for Task Orders and Delivery Orders (DEC 2022) DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Basic (DEC 2019)a. Alternate I (DEC 2019) of 252.219-7003 (DEC 2019) DFARS [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (DEC 2022)X DFARS [252.223-7008](#), Prohibition of Hexavalent Chromium (JAN 2023) DFARS [252.225-7000](#), Buy American --Balance of Payments Program Certificate (FEB 2024)a. Alternate I (FEB 2024) of 252.225-7000 DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (FEB 2024)a. Alternate I (FEB 2024) of 252.225-7001b. Alternate II (FEB 2024) of 252.225-7001

Form (CONTINUED)

c. Alternate III (FEB 2024) of 252.225-7001

DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)

DFARS [252.225-7010](#), Commercial Derivative Military Article --Specialty Metals Compliance Certificate (JUL 2009)

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

DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JAN 2023)

DFARS [252.225-7017](#), Photovoltaic Devices (MAR 2024)

DFARS [252.225-7018](#), Photovoltaic Devices --Certificate (MAR 2024)

DFARS [252.225-7020](#), Trade Agreements Certificate (NOV 2014)

a. Alternate I (NOV 2014) of 252.225-7020

DFARS 252.225-7021, Trade Agreements (FEB 2024)

a. Alternate II (FEB 2024) of 252.225-7021

b. Alternate III (FEB 2024) of 252.225-7021

c. Alternate IV (FEB 2024) of 252.225-7021

DFARS [252.225-7023](#), Preference for Products or Services from Afghanistan (SEP 2013)

DFARS [252.225-7024](#), Requirement for Products or Services from Afghanistan (SEP 2013)

DFARS [252.225-7026](#), Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)

DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS [252.225-7029](#), Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)

DFARS [252.225-7031](#), Secondary Arab Boycott of Israel (JUN 2005)

DFARS [252.225-7035](#), Buy American --Free Trade Agreements --Balance of Payments Program Certificate (FEB 2024)

a. Alternate I (FEB 2024) of 252.225-7035

Form (CONTINUED)

- b. Alternate II (FEB 2024) of 252.225-7035
- c. Alternate III (FEB 2024) of 252.225-7035
- d. Alternate IV (FEB 2024) of 252.225-7035
- e. Alternate V (FEB 2024) of 252.225-7035

 DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (FEB 2024)

- a. Alternate I (FEB 2024) of 252.225-7036
- b. Alternate II (FEB 2024) of 252.225-7036
- c. Alternate III (FEB 2024) of 252.225-7036
- d. Alternate IV (FEB 2024) of 252.225-7036
- e. Alternate V (FEB 2024) of 252.225-7036
- f. Alternate VI (FEB 2024) of 252.225-7036
- g. Alternate VII (FEB 2024) of 252.225-7036
- h. Alternate VIII (FEB 2024) of 252.225-7036
- i. Alternate IX (FEB 2024) of 252.225-7036
- j. Alternate X (FEB 2024) of 252.225-7036
- k. Alternate XI (FEB 2024) of 252.225-7036

 DFARS [252.225-7040](#), Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)

 DFARS [252.225-7043](#), Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)

 DFARS 252.225-7050, Disclosure of Ownership or Control by the Government of a Country That is a State Sponsor of Terrorism (DEC 2022)

X DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets, Tantalum and Tungsten (MAY 2024)

 DFARS 252.225-7053, Representation Regarding Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (AUG 2021)

 DFARS 252.225-7054, Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (JAN 2023)

X DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)

Form (CONTINUED)

X DFARS 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)

X DFARS 252.225-7057, Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (AUG 2022)

X DFARS 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)

X DFARS 252.225-7059, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation (JUN 2023)

X DFARS 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023)

 DFARS 252.225-7061, Restriction on Acquisition of Personal Protective Equipment and Certain Other Items From Non-Allied Foreign Nations (JAN 2023)

X DFARS 252.225-7966, Prohibition Regarding Russian Fossil Fuel Business Operations - Representation (Deviation 2024-O0006, Revision 1)(MAR 2024)

X DFARS 252.225-7967, Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)(MAR 2024)

 DFARS 252.225-7975, Additional Access to Contractor and Subcontractor Records (Deviation 2024-O0003) (DEC 2023)

 DFARS 252.225-7993, Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003)(DEC 2023)

X DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)

 DFARS 252.227-7013, Rights in Technical Data - Other Than Commercial Products and Commercial Services (JAN 2025)

X DFARS 252.227-7015, Technical Data -- Commercial Items (JAN 2025)

X DFARS 252.227-7037, Validation of Asserted Restrictions on Technical Data (JAN 2025)

 DFARS 252.229-7014, Full Exemption From Two-Percent Tax on Certain Foreign Procurements (OCT 2022)

X DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

 DFARS [252.232-7009](#), Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)

X DFARS [252.232-7010](#), Levies on Contract Payments (DEC 2006)

 DFARS [252.232-7011](#), Payments in Support of Emergencies and Contingency Operations (MAY 2013)

 DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

Form (CONTINUED)

DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

DFARS [252.239-7017](#), Notice of Supply Chain Risk (DEC 2022)

DFARS [252.239-7018](#), Supply Chain Risk (DEC 2022)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)

DFARS [252.244-7000](#), Subcontracts for Commercial Products or Commercial Services (NOV 2023)

DFARS 252.245-7005, Management and Reporting of Government Property (JAN 2024)

DFARS [252.246-7003](#), Notification of Potential Safety Issues (JAN 2023)

DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024).

- a. Alternate I (OCT 2024) of 252.247-7023.
- b. Alternate II (OCT 2024) of 252.247-7023

DFARS [252.247-7025](#), Reflagging or Repair Work (JUN 2005)

DFARS [252.247-7026](#), Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)

DFARS [252.247-7028](#), Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses - Representation (NOV 2024)

DFARS 252.270-7001, Pilot Program to Incentivize Contracting with Employee-Owned Businesses - Subcontracting Certification (NOV 2024)

DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses (NOV 2024)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-25-R-0012	PAGE 60 OF 70 PAGES
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Form (CONTINUED)

DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (MAR 2023)

DFARS 252.227-7015, Technical Data - Commercial Items (MAR 2023)

DFARS 252.227-7037, Validation of Asserted Restrictions on Technical Data (JAN 2025)

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024)

Part 12 Clauses

CLAUSES ADDED TO PART 12 BY ADDENDUM

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) DFARS

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

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

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

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

252.225-7013 DUTY-FREE ENTRY (NOV 2023) DFARS

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

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

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

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

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

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

Part 12 Clauses (CONTINUED)

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)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**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****52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR****Part 12 Provisions****52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0004) FAR**

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

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Part 12 Provisions (CONTINUED)

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology --

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern --(1)

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that --

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

(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

Part 12 Provisions (CONTINUED)

including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at [13 CFR 121.103](#).

Small disadvantaged business concern, consistent with [13 CFR 124.1002](#), means a small business concern under the size standard applicable to the acquisition, that --

- (1) Is at least 51 percent unconditionally and directly owned (as defined at [13 CFR 124.105](#)) by --
- (i) One or more socially disadvantaged (as defined at [13 CFR 124.103](#)) and economically disadvantaged (as defined at [13 CFR 124.104](#)) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at [13 CFR 124.104\(c\)\(2\)](#); and
- (2) The management and daily business operations of which are controlled (as defined at [13 CFR 124.106](#)) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

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

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

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

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

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

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

- (1) *Small business concern*. The offeror represents as part of its offer that --
 - (i) It is, is not a small business concern; or
 - (ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:]*
- (2) *Veteran-owned small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business (SDVOSB) concern*. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it is, is not an SDVOSB concern.
- (4) *Service-disabled veteran-owned small business (SDVOSB) concern joint venture eligible under the SDVOSB Program*. The offeror represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of [13 CFR 128.402](#). *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]*
- (5) *Small disadvantaged business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a small disadvantaged business concern as defined in [13 CFR 124.1002](#).
- (6) *Women-owned small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a women-owned small business concern.
- (7) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). *[The offeror shall enter the name and unique entity*

Part 12 Provisions (CONTINUED)*identifier of each party to the joint venture: .1*

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

Note to paragraphs (c)(9) and (10):

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

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

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

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

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

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

(d) [Reserved]

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

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

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

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

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

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

(2) *Foreign End Products:*

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

[List as necessary]

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

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

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

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act." (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act."

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

Line Item No.	Country of Origin

Part 12 Provisions (CONTINUED)

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Part 12 Provisions (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Line Item No	Country of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

Part 12 Provisions (CONTINUED)

than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: .

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per [26 CFR 1.6049 -4](#);

Other .

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name .

TIN .

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108 -2(b) applies or the requirement is waived in accordance with the procedures at 9.108 -4.

(2) *Representation*. The Offeror represents that --

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703 -2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act ([50 U.S.C. 1701 et seq.](#)) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture),

Part 12 Provisions (CONTINUED)

then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: .

Immediate owner legal name: .

(*Do not use a "doing business as" name*)

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

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

Highest-level owner CAGE code: .

Highest-level owner legal name: .

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 ([Pub. L. 113-235](#)), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

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

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

(2) The Offeror represents that --

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) [Reserved]

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

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

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

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

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

(2) The Offeror represents that --

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

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

(End of provision)

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)

Part 12 Provisions (CONTINUED)**L06 AGENCY PROTESTS (DEC 2016)****252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (DEC 2019) DFARS**

As prescribed in [204.2105](#) (a), use the following provision:

- (a) *Definitions.* As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
- (b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.
- (c) *Representation.* The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS**252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)**

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

- (a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.
- (b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

As prescribed in [4.2105](#)(a), insert the following provision:

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services . The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representations.* The Offeror represents that --

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

Part 12 Provisions (CONTINUED)

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment --

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services --

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (OCT 2020) FAR

As prescribed in [4.2105\(c\)](#), insert the following provision:

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representation.* The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)