

- 1.0 This is a combined synopsis/solicitation for commercial supplies prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.
- 1.1. The combined synopsis is issued as a Request for Quotation (RFQ) under solicitation number: W912JF-23-R-0002
- 1.2. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-07 (August 10, 2022).
- 1.3. Small Business Set-Aside: 100%; Applicable Size Standard is 1,250 Employees.
- 1.4. NAICS Code: 332992
- 1.5. Product or Service Code (PSC): 1305
- 1.6. Posting Date: 16 December 2022
- 1.7. Response Date: 13 January 2023
- 1.8. Contracting Office: Arkansas Army National Guard Purchasing and Contracting, Bldg. 7100 Camp Joseph T. Robinson, North Little Rock, Arkansas 72199
- 1.9. Government Points of Contact: Contracting Officer - Ralph Grinnell @ [ralph.d.grinnell.civ@army.mil](mailto:ralph.d.grinnell.civ@army.mil) or 501-212-4412
- 1.10. Line-item number(s) and items, quantities, and units of measure:

0001	Federal 12 ga. Reduced Recoil 7.5 shot Federal Part# TGL127.5	10,000 Rounds
0002	Eley Tenex .22LR 40 gr. lead Part# A00100 or A00120	40,000 Rounds
0003	Hornady XTP (or equal) 9mm. 115 gr. Hornaday American Gunner, #90244	10,000 Rounds
0004	Hornady XTP #90287 or Federal American Eagle# AE9DP 9mm 147gr.	15,000 Rounds
0005	Federal American Eagle .38 Special Part# AE38B.	8,000 Rounds
0006	Federal Premium Gold Medal Match .45 ACP 185gr FMJ - Part# GM45B	50,000 Rounds
0007	Hornady TAP .223 Remington .55 gr. Part# 83276	20,000 Rounds

0008	Federal Shotgun Slugs 12ga. Federal# LE127RS	1,000 Rounds
0009	Hornaday 6.5 Creedmoor 140 gr. ELD-M Part# 81500	14,000 Rounds
0010	Berger .223 Remington 77gr. Part# 23030	27,200 Rounds
0011	Berger .223 Remington 73gr. Part# 23020	52,800 Rounds
0012	Berger 300 Norma Mag, 215gr. Part# 62020	3,000 Rounds
0013	Federal 300 Win Mag, 215gr. Part #GM300WMBH1	2,900 Rounds

1.11. Description of requirements for the supplies to be acquired:

Small-Army rifle ammunition; commercially available for the Army National Guard Marksmanship Team.

Date(s) and place(s) of delivery and acceptance and FOB point:

Preferred delivery is no later than 30 April 2023; unless otherwise agreed to by the Government. Vendors should specify in their quote, their delivery date that they can achieve. Supplies shall be delivered FOB Destination to:

USPFO Warehouse  
B318 Missouri Ave.  
Camp Robinson  
North Little Rock, Arkansas 72199.

1.12. Provision 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, and addendum applies to this acquisition.

1.13. Offerors shall include a completed copy of 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services with its quote.

1.14. FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services applies to this acquisition.

1.15. FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, applies to this acquisition. See clause below, in full text, for list of additional applicable clauses.

1.16. Additional contract provisions and clauses are applicable and included below.

1.17. Defense Priorities and Allocations Systems (DPAS) Rating: Not rated.

**52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(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 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, 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 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 pre-award 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, which 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 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 specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(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 micro-purchase threshold and offers at or below the micro-purchase 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 FAR 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](http://www.sam.gov) for 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](http://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 the 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 the 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 FAR 52.212-1\*\*\*

## 2.0 QUOTE SUBMISSION INSTRUCTIONS

- 2.1 Submission Due Date. The offeror must ensure its quote, in its entirety, reaches the required destination before the date and time set for closing of the solicitation. The submission due date for this solicitation is 13 January 2023 at 04:00 PM (local time).
- 2.2 Late Proposals. The lateness rules for submitted quotes are outlined in FAR 52.212-1 "Instructions to Offerors-Commercial Products and Commercial Services," and are incorporated into this solicitation.
- 2.3 Submission. The quote submitted in response to this solicitation shall be formatted as stated below and furnished electronically to the Contracting Officer (KO), [ralph.d.grinnell.civ@army.mil](mailto:ralph.d.grinnell.civ@army.mil). The quote shall only be submitted as described.
- 2.4 Quote Compliance. The Government must have received from the offeror a fully compliant quote. The quote is compliant when it conforms to all of the requirements, terms, and conditions of the solicitation, including the specification sheets for each CLIN.
- 2.5 Quote Acceptance. The contractor shall make a clear statement in the quote as to the expiration date of the quote and the stated expiration date shall be valid for all proposed subcontractors as well.
- 2.6 Quote Retention. In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful quotes.
- 2.7 Reserved.
- 2.8 Optional Proprietary and Restrictive Markings
- 2.8.1 Mark the title page with the following legend:
- “This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this quote. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[offeror shall insert numbers or other identification of sheets]*”
- and
- 2.8.2 Mark each sheet of data it wishes to restrict with the following legend:
- “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quote.”

### 3.0 QUOTE FORMAT

- 3.1 This section provides guidance to the offeror for preparing a quote in response to the solicitation. The offeror's quote shall include all data and information required by this solicitation and submitted in accordance with these instructions. Any contract resulting from this effort shall be required to meet United States Government regulations and statutory requirements. In addition, the offeror is expected to ensure compliance with all laws, regulations, standards, and any other constraints specifically identified in the solicitation.
- 3.2 The quote submitted in response to the solicitation shall be formatted as stated below and furnished as stated herein.
- 3.2.1 The acceptable electronic formats for quotes shall be compatible with MS Office 2013, specifically MS Word and MS Excel; PDF format is acceptable for the technical quote and price.
  - 3.2.2 Minimum type size shall be 12-point Times New Roman standard font with single spacing (not to exceed 46 lines per page). Typesetting, font compression, or other techniques to reduce character size or spacing are not permitted and are considered a deliberate attempt to circumvent the page limitations. Prohibited techniques include setting the paragraph line spacing, a feature of MS Word, "exactly at 12-point."
  - 3.2.3 All quote volumes shall be labeled with the solicitation number W912JF-23-R-0002, as well as the name, address, and telephone number of the Offeror.
  - 3.2.4 All volumes shall be electronic files and not be password protected.
- 3.3 Offerors shall scan all files for computer viruses prior to submission to the Government.
- 3.4 Quotes may not include classified information. All quotes shall be at the UNCLASSIFIED level. Every submission must be properly identified and marked with the proper security classification, if required.

### 4.0 QUOTE CONTENT AND ORGANIZATION

- 4.1 The offeror shall prepare the quote as set forth in Table 1, Quote Organization Table. The completion and submission to the Government of documents identified in Table 1, Quote Organization Table, shall constitute an offer and shall indicate the offeror's unconditional consent to the terms and conditions of the solicitation.
- 4.2 The quote shall not contain citations for, or active links to live Internet sites or pages. All linked information shall be contained within the electronic proposal/quote. Any linked information that is not contained in the proposal/quote will not be accepted.
- 4.3 Each volume shall be written or presented on a standalone basis. Information required for quote evaluation that is not found in its designated volume or presentation will be assumed to have been omitted from the quote and will not be considered.



<b>TABLE 1 QUOTE ORGANIZATION TABLE</b>			
<b>VOLUME</b>	<b>SECTION TITLE</b>	<b>COPIES/Quantity</b>	<b>PAGE LIMIT</b>
1	Technical Description and pricing Quote – Organized by CLIN	1 – electronic	No Limit
2	Past Performance references	1 – electronic	1 page

## 5.0 QUOTE DOCUMENTS

5.1 Quotes shall be clear and concise and include sufficient detail for effective evaluation. The offeror shall not simply rephrase or restate the Government's requirements but shall provide convincing rationale to address how the offeror intends to meet those requirements. The offeror should assume the Government has no prior knowledge of its capabilities and experience. The Government will base its evaluation on the information presented in the offeror's quote in response to this solicitation, except as stated in the past performance evaluation section.

5.2 Quotes shall be structured in accordance with the Contract Line Item Number (CLIN) structure set forth in the solicitation.

5.3 QUOTE SUMMARY, Volume 1, shall include:

- Solicitation No. W912JF-22-R-0016
- Date submitted
- Offeror's name
- Offeror's address, CAGE code, and UEI
- Offeror's contact information for quote POC(s)
- All proposed subcontractor(s) (as applicable)
- Address, CAGE code, and UEI for each proposed subcontractor
- Quote Acceptance Period

**5.4 Signature Actions/offeror Fill-Ins.** Offerors shall submit a copy of all completed fill-ins for provisions and clauses requiring contractor provided information, and (if applicable) a signed copy of all amendments to the solicitation. **System for Award Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM prior to award**

5.5 Where certifications and approved systems are required for an offeror, if the quote is being submitted by a Joint Venture, certifications, and approved systems for the principals (partners) of the joint venture will be considered as valid for that offeror

providing the necessary documentation from all principals (partners) is provided with the quote.

5.6 Joint Venture (JV): To be recognized as a JV and eligible for award, the membership arrangements of the JV must be identified, and the company relationships fully disclosed in the offeror's quote IAW FAR 9.603. A copy of the agreement establishing the JV must contain the signatures of all of the members comprising the JV.

5.7 Statement of Acknowledgement. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the Contracting Officer to reject the quote from further consideration in the source selection process.

5.8 Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the quote. Also, the offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the KO to reject the quote from further consideration in the source selection process.

#### 6.0 TECHNICAL CAPABILITY, Volume 1, shall include:

6.1 The Technical Capability section of the quote shall present relevant information articulating the products being proposed by the offeror. This section shall clearly demonstrate the offeror's understanding by providing a clear description of the proposed products. The offeror's description should include a clear description of all processes and procedures employed to meet this requirement. Offerors shall provide relevant experience (for this purpose, experience refers to what an offeror has done, not how well it was accomplished) in performing proposed processes and procedures. This section shall not include any pricing data. The offeror's proposal/quote information will be evaluated to assess the risk that the offeror will timely meet contract requirements.

#### 7.0 PAST PERFORMANCE, Volume 2, shall include:

7.1 The offeror shall submit information for a total of up to no more than 2 of recent contract past performance references that were performed by the offeror as the prime contractor, which the offeror considers to have relevance. These may include foreign, federal, state, local and private industry contracts.

7.1.1 While the Government may elect to consider data obtained from internal and external sources other than the quote, the burden of providing thorough and complete past performance information remains with the offeror. It is the offeror's responsibility to submit detailed and complete information so the Government may evaluate its Past Performance.

7.2 The Government does not assume the duty to search for data to cure problems it finds in quotes.

7.3 The below instructions are provided to advise offerors as to the information required by the Government to assess the contractor's Recent and Relevant past performance. Since this information constitutes a basis of the Government's review, it is imperative that the offeror present its past performance in a clear and complete manner.

7.3.1 Failure to provide the information requested below may result in an assessment that the offeror does not possess a record of Recent and Relevant past performance.

7.3.2 Recent contracts are those performed within three years of the date of issuance of this solicitation.

7.3.3 Relevant contracts are those comparable in scope and magnitude of effort and complexity to the PWS requirement(s).

7.4 Contract Information: The offeror's quote shall substantiate what distinct effort was required and actually performed under each of the contract(s) included in the quote.

7.4.1 For each Contract(s) submitted, provide the following information:

- Contract Number (and delivery/contract number if applicable);
- Contract Type.
- Total Value of the Contract (beginning & ending value);
- Delivery or Performance Schedule.
- Contract period of performance.
- Government or private industry contracting activity address, telephone number and e-mail;

7.4.2 Provide a description of the work performed by the offeror.

7.5 The Government will conduct an in-depth evaluation of all recent performance information to determine how closely the products provided under those contracts relate to the subject requirement. Consideration will be given to similar service, similar complexity of the effort, breadth and depth of skills, similar contract scope and type, and schedule.

8.0 PRICE, Volume 1, shall include:

8.1 Price Proposal/Quote Format.

8.1.1 Electronic spreadsheet files (Workbooks) shall be sent in MS Excel 2013 compatible format, and include all formulas, functions, macros, computations, or equations used to compute the proposed amounts. There can be no cell references to data or files which are not included in the Price Volume. For each Workbook, all Rows, Columns, Cells and Worksheets must be Visible (object.Visible=True). Zero height/Zero width rows/columns in Worksheets are not acceptable. Worksheet cells formatted with the Font color equal to the Fill color are unacceptable. Workbooks or Worksheets shall not be password protected. Print image

files or pictures (for example a picture of an Excel spreadsheet embedded in a word document) or files containing only values are not acceptable.

- 8.1.2 Under no circumstances is price information and documentation to be included elsewhere in the quote.

8.2 The price quote shall contain:

- 8.2.1 The offeror shall submit data substantiating the price proposed to complete the requirements identified in the solicitation. The offeror's price quote shall contain sufficient factual information to establish that the proposed price is reasonable and complete.

- The offeror shall provide the total price for each CLIN in the solicitation.

- 8.2.2 Subcontractor Price Submission. Subcontractor price quote information should be submitted and included as part of the prime offeror's quote submission.

8.2.3 ***Reserved***

- 8.2.4 In accordance with FAR 13.106-3(a), in addition to the information requested above, the Government reserves the right to request additional or more detailed information to support its evaluation of price reasonableness.

9.0 ORGANIZATIONAL CONFLICT OF INTEREST

- 9.1 The provisions of FAR 9.5, OCI, apply to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in supporting program efforts or related programs.

- 9.2 All offerors shall make a preliminary disclosure to the PCO, at the time of its quote, of any Organizational Conflict of Interest (OCI) issues it has identified or provide an affirmative statement that the offeror does not have an Organizational Conflict of Interest (OCI) as it applies to this solicitation.

- 9.2.1 An offeror failing to submit an OCI plan that it is later determined should have been submitted, could cause the quote to be rejected and no longer be considered for award. Offerors shall include in its plan where its employees are located and the total of employees in the location(s).

- 9.3 Offerors should disclose any potential OCI situations to the PCO as soon as identified including prior to quote submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(s) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not

practical to negate/obviate the conflict. The PCO will promptly respond to resolve any potential conflicts.

## 10.0 EVALUATION FACTORS FOR AWARD

10.1 The Government will award a contract resulting from this solicitation to the responsible offeror whose quote 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:

10.1.1 Technical

10.1.2 Past Performance

10.1.3 Price

10.2 Basis for Award

10.2.1 The Government intends to award a single Firm-Fixed Price (FFP) Contract as a result of this solicitation.

10.2.2 Per FAR 9.103, the contract will be placed only with an offeror that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and deliver the required services on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offeror's financial ability to meet the solicitation requirements. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer.

10.2.3 Consistency. Each section of the offeror's quote shall be consistent within the quote.

10.2.4 Completeness. The Government's ability to evaluate a quote may depend on the level of detail and supporting documentation provided. Insufficient supporting documentation or detail in a proposal/quote may prevent the Government from evaluating a quote.

10.2.5 The Government will assess the offeror's quote on three factors: (1) Technical Capability, (2) Past Performance and (3) Total Price (TP).

10.3 EVALUATION OF TECHNICAL CAPABILITY

10.3.1 Evaluation of this factor will assess the offeror's proposed products and understanding of the requirements and risk of unsuccessful performance of the proposed approach to technical capability in accordance with provided specification.

10.4 EVALUATION OF PAST PERFORMANCE

10.4.1 The evaluation of this factor will assess the risk of unsuccessful performance of the offeror's proposed approach to performing efforts of a

similar scope, magnitude, and complexity as the requirement described in product specifications.

- 10.4.2 The Government will evaluate the offeror's past performance to determine the likelihood that the offeror will successfully perform the required effort described in the PWS.
- 10.4.3 Contracts submitted in the Past Performance section of the offeror's quote will not be considered if the Government determines them to be not recent, not relevant, or lacking any credible past performance information. If the offeror does not have a record of Recent and Relevant past performance information the offeror will be rated as "Neutral," which is neither favorable nor unfavorable.
- 10.4.4 The offeror may also be evaluated on past contract performance information utilizing internal Government or private source information and the Government reserves the right to use any information received as part of its evaluation. The Government may contact any of the references the offeror provides and reserves the right to use any information received as part of its evaluation.
- 10.4.5 In evaluating the offeror's performance history, the Government may compare the offeror's deliveries or performance to the contract's original delivery or performance schedule, unless the delay was Government-caused. Schedule extensions that were the fault of the offeror, even if consideration was provided, may be counted against the offeror.

## 10.5 EVALUATION OF PRICE FACTOR

- 10.5.1 Evaluation of price will be performed using one or more of the price analysis techniques in FAR 13.106-3. Through these techniques the Government will determine whether prices are reasonable, complete, and are not unbalanced.
- 10.5.2 Reasonableness. The Government will evaluate the price reasonableness of the offerors' proposed prices to ensure that in its nature and amount, it does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government shall employ price analysis techniques in accordance with FAR 13.106-3 to determine that a proposed price is fair and reasonable.
- 10.5.3 Completeness. The Government reserves the right to conduct discussions with offerors, but discussions are not anticipated or intended. Since discussions are not anticipated or intended, the Government requires complete quotes with respect to price. A complete quote will include all information required by this solicitation.
- 10.5.4 Unbalanced Pricing. Offerors should note that pricing will be carefully reviewed to detect whether quotes are unbalanced between line items or subline items, as well as unbalance between periods. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the

application of cost or price analysis techniques. Unbalanced offers may be determined unacceptable.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

**XX** (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**XX** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

**XX** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

**XX** (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(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.

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

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

**XX** (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

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

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

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



\_\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.

\_\_\_\_ (18) (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.

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

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

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

**XX** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

**XX** (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

**XX** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

**XX** (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

**XX** (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

**XX** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

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

**XX** (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

**XX** (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

**XX** (35)(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).

**XX** (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

**XX** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

**XX** (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 (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 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)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**XX** (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 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.)

(xv) 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)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 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).

(xxi) 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.

(xxii) 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)

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-3	Taxpayer Identification	OCT 1998
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020

52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (MAY 2022) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011



252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
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
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.223-7999 (Dev)	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	OCT 2021
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7098 (Dev)	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

252.243-7002 Requests for Equitable Adjustment

DEC 2012