



**DEFENSE LOGISTICS AGENCY**  
**DLA DISTRIBUTION**  
**ACQUISITION OPERATIONS J7**  
**5430 MIFFLIN AVENUE, SUITE 3102A**  
**NEW CUMBERLAND, PA 17070-5008**

APRIL 27, 2023

**Action Code:** Combined Synopsis / Solicitation (CSS)

**Issuing Office:**

DLA Distribution Acquisition Operations J7  
5430 Mifflin Avenue, Suite 3102A  
New Cumberland, PA 17070-5008

**Product Service Code (PSC):** J023 (Maint/repair/rebuild Of Equipment- Ground Effect Vehicles, Motor Vehicles, Trailers, and Cycles)

**Subject:** TRAILER REPAIR COMBINED SYNOPSIS SOLICITATION

**Solicitation:** SP3300-23-Q-0117

**Closing Response Date:** May 08, 2023, 1300 EST - Failure to submit your response by this date and time may result in non-consideration of your quote.

**Closing Date for Questions:** May 03, 2023, 1300 EST – Any questions received after the response date are not required to be answered by the Government.

**Point of Contact:**

Mr. George Cradic  
george.cradic@dla.mil

**Contracting Officer:**

Mr. Christopher Robinson  
christopher.robinson@dla.mil

**Description:** This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6 – Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services in conjunction with FAR part 13 Simplified Acquisition Procedures. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

This notice incorporates the provisions and clauses in effect under:

REGULATION	IDENTIFICATION	EFFECTIVE DATE	UPDATE
Federal Acquisition Circular (FAC)	2023-02	14 February 2023	<a href="#">Federal Register</a>
Defense Federal Acquisition Regulation Supplement (DFARS)	20230322	22 March 2023	<a href="#">Publication Notices</a>

Publication Notice (DPN)			
Defense Logistics Acquisition Directive (DLAD) Current to Revision 5 through Procurement Letter (PROCLTR)	2023-07	07 April 2023	<a href="#">DLAD</a>

The complete text of any of the clauses and provisions are available electronically from the following sites:

- FAR - <https://www.ecfr.gov/current/title-48/chapter-1>
- DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
- DLAD - <https://www.dla.mil/HQ/Acquisition/Policy-and-Directives/>

This CSS is being issued as a 100% small business set-aside under NAICS 811310 with a size standard of 1000 employees. SP3300-23-Q-0117 is being issued to establish a Firm-Fixed-Price contract. All services and materials need to match the specifications provided in the schedule of supplies. Any resulting award will be issued on a Standard Form (SF) 1449. Wage determination No. 2015-4225, Rev 23 dated 12/27/2022 is hereby incorporated into this CSS.

**Schedule of Supplies**

<u>CLIN</u>	<u>Schedule of Supplies/Services</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Extended Total Price</u>
0001	See attached SOW	1	JB		
0002	See attached SOW	1	JB		
0003	See attached SOW	1	JB		
0004	See attached SOW	1	JB		
0005	See attached SOW	1	JB		
0006	See attached SOW	1	JB		
0007	See attached SOW	1	JB		
0008	See attached SOW	1	JB		
		<b>TOTAL PRICE</b>	\$		

**Mark Contract Number on all Correspondence:** Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

**System for Award Management:** IAW FAR 4.1102(a), offerors are required to be registered in the System for Award Management (SAM) database at the time an offer or quotation is submitted in order to comply with the annual representations and certifications requirements. Refer to DFARS 204.1103 for helpful information on navigation and data entry in the SAM database. Registration may be done online at [www.sam.gov](http://www.sam.gov).

The contractor shall type company name, address, and CAGE code exactly as it appears in the DoD System for Award Management (SAM) Database.

Company Name:	
---------------	--

Company Address:	
Telephone:	
Cage code:	
Point of Contact:	
Email:	

**SOLICITATION PROVISIONS**

**THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:**

FAR	52.203-18	Prohibition on contracting with entities that require certain internal confidentiality agreements or statements representation
FAR	52.204-7	System for Award Management
FAR	52.204-16	Commercial and Government Entity Code Reporting
FAR	52.204-22	Alternate Line-Item Proposal
FAR	52.204-26	Covered telecommunications Equipment or Services--Representation
FAR	52.209-2	Prohibition on contracting with inverted domestic corporations—representation
FAR	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR	52.212-3 (Alt 1)	Offeror Representations and Certifications—Commercial Items--Alternate I
FAR	52.219-1 (Alt 1)	Small Business Program Representations--Alternate I
FAR	52.222-22	Previous contracts and compliance reports
FAR	52.225-25	Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran—representation and certifications
DFARS	252.203-7005	Representation relating to compensation of former DOD officials
DFARS	252.204-7003	Control of Government Personnel Work Product
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
DFARS	252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation.
DFARS	252.204-7017	Prohibition on Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
DFARS	252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
DFARS	252.215-7007	Notice of Intent to Resolicit
DFARS	252.204-7008	Compliance with safeguarding covered defense information controls
DFARS	252.225-7035	Buy American – Free Trade Agreements-Balance of Payments Program Certificate-Basic
DFARS	252.247-7022	Representation of Extent of Transportation by Sea

**THE FOLLOWING PROVISIONS ARE INCORPORATED BY FULL TEXT:**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

- (a) Definitions. As used in this provision--Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Representation. The Offeror represents that-- **It [ ] will, [ ] will not provide** covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.
- (d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--
  - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
  - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
  - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
  - (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

**FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm-Fixed-Priced contract as a result of this solicitation.

(End of Provision)

**FAR 52.233-2 Service of Protest (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

DLA DISTRIBUTION  
ACQUISITION OPERATIONS (J7)  
ATTN: CHRISTOPHER ROBINSON  
CONTRACTING OFFICER  
5430 MIFFLIN AVE, SUITE 3102A  
NEW CUMBERLAND, PA 17070-5008.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**FAR 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):

FAR - <https://www.ecfr.gov/current/title-48/chapter-1>

DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

DLAD - <https://www.dla.mil/HQ/Acquisition/Policy-and-Directives/>

(End of Provision)

**DLAD 5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR) (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)

**FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021)**

The provision at 52.212-1 and the following addenda are applicable to this acquisition.

#### FAR 52.212-1 Addenda

- (1) Paragraph (c) of 52.212-1 is tailored to read as follows: (c) Period of acceptance of offers.  
The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.
- (2) Facsimile and hard copy quote submissions will not be accepted or evaluated.
- (3) Quotes shall be prepared in the English language.
- (4) Quotes must be submitted electronically via email at: [george.cradic@dla.mil](mailto:george.cradic@dla.mil) Subject: SP3300-23-Q-0117. Quotation – “Offeror’s Company Name”
- (5) Quotes must have the following Controlled Unclassified Information (CUI) marking incorporated on the appropriate pages:
  - a. Header on all page:
    - i. “CUI”
  - b. 1<sup>st</sup> page, bottom right corner (above footer text):
    - i. Controlled by: <insert company name here>
    - ii. CUI Category: CONTRACT, PROCURE, SSEL
    - iii. Distribution/Dissemination Controls: FED ONLY
    - iv. POC: <insert name here>
  - c. Footer (at very bottom) on all pages
    - i. “CUI”
- (6) Quotes must include the following items:
  - a. Company name, Address, Point of Contact, Telephone Number and Email Address
  - b. Contractor Commercial and Government Entity (CAGE) Code
  - c. Solicitation Number
  - d. Signed acknowledgements of amendments (applicable only if amendments are issued against the solicitation).
  - e. A completed Schedule of Supplies
  - f. Descriptive literature to show that vendors are providing corrugated boxes in accordance with the schedule of supplies. Descriptive literature should show the boxes meet all salient characteristics under the schedule of supplies.
- (7) Quotes shall include all required documentation as listed above. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award. Instructions contained herein are to serve as a guide in preparation of quotes; however, they are not intended to be all inclusive. The instructions generally describe the type and extent of information, which should be provided in the quote.

(End of Provision)

#### **FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)**

Quotes will be evaluated in accordance with FAR 13.106-2. The Government may award one contract on an all-or-none basis to the responsible offeror who: 1) quote complies with the terms and conditions of this solicitation, complies with laws and regulations ; and 2) offers the total overall lowest price for all contract line items.

Offerors must be determined to be responsible according to the standards of FAR Part 9 to be eligible for award. As part of this evaluation the Government reserves the right to review any sources or people the Government determines reliable including those sources which relate to past performance.

Although the Government may award a contract as a result of this solicitation, the Government reserves the right to reject any and all quotes received and not award any item or items from this solicitation.

### **Technical Requirements**

**Note:** This is a Lowest Price Technically Acceptable requirement. To be considered for award, offerors must:

Provide services and materials in accordance with the schedule of supplies. Quotes will be evaluated in accordance with the Schedule of Supplies.

### **Past Performance Requirements**

The Government will evaluate the offeror's Past Performance to determine acceptability of the quote in response to this solicitation. Past Performance will be evaluated on an acceptable/unacceptable basis and shall not be rated. The offeror will be evaluated on their past performance record and any other relevant information obtained from available sources which may include: Supplier Performance Risk System (SPRS), the Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>; or other databases.

In the case of a supplier without a record of relevant past performance history in SPRS for the PSC of the supplies being purchased, the supplier will not be evaluated favorably or unfavorably for its past performance history. In the context of acceptability/unacceptability, "unknown" shall be considered acceptable.

(End of Provision)

### **FAR 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022)**

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.

(End of Provision)

### **THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE**

#### **FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022)**

The clause at FAR 52.212-4 and the following addenda are applicable to this acquisition.  
FAR 52.212-4 Addenda

52.202-1	Definitions
52.203-3	Gratuities
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	System for Award Management Maintenance
52.204-18	Commercial and Government Entity Code Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition against Certain Telecommunications and Video Surveillance Services or Equipment.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211-17	Delivery of Excess Quantities
52.222-25	Affirmative Action Compliance
52.223-6	Drug-Free Workplace
52.222-26	Equal Opportunity
52.232-1	Payments
52.232-8	Discounts for Prompt Payment
52.232-11	Extras
52.232-23	Assignment of Claims
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.243-1	Changes Fixed Price
52.247-34	F.O.B. Destination
52.253-1	Computer Generated Forms
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.204-7003	Control of Government Personnel Work Product
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7012	Preference for Certain Domestic Commodities
252.225-7036	Buy American – Free Trade Agreements-Balance of Payments Program
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7010	Levies on Contract Payments
252.232-7017	Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration

252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items
252.247-7023	Transportation of Supplies by Sea

**THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:**

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders --Commercial Products and Commercial Services. (MAR 2023) FAR**

**The clause at FAR 52.212-5 and the following addenda are applicable to this acquisition.**

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109e 2) ( <a href="#">31 U.S.C. 6101 note</a> ).
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)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (15 U.S.C. 657a).
52.219-6	Total Small Business Set Aside
52.219-28	Post Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).
52.222-3	Convict Labor (Jun 2003) (E.O.11755)
52.222-19	Child Labor-Cooperation with Authorities and Remedies (JAN 2022)
52.222-21	Prohibition of Segregated Facilities (Apr 2015).
52.222-26	Equal Opportunity (Sep 2016) (E.O. 11246).
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793)
52.222-50	Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513)
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).
52.232-33	Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
52.232-34	Payment by Electronic Funds Transfer – Other than System for Award Management (Jul 2013) (31 U.S.C. 552a)

**FAR 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 - <https://www.acquisition.gov/browsefar>

DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current>

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

(End of Clause)

### **DLAD Procurement Note 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.

(End of Procurement Note)

### **DFARS 252.225-7013 Duty-Free Entry. (DEC 2022)**

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

“Component,” means any item supplied to the Government as part of an end product or of another component.

“Customs territory of the United States” means the 50 States, the District of Columbia, and Puerto Rico.

“Eligible product” means—

(1) “Designated country end product,” as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2) “Free Trade Agreement country end product,” other than a “Bahrainian end product,” a “Moroccan end product,” a Panamanian end product,” or a “Peruvian end product,” as defined in the Buy American—Free Trade Agreements—Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II; or

(3) “Free Trade Agreement country end product” other than a “Bahrainian end product,” “Korean end product,” “Moroccan end product,” “Panamanian end product,” or “Peruvian end product,” as defined in of the Buy American—Free Trade Agreements—Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

“Qualifying country” and “qualifying country end product” have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American—Free Trade Agreements—Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on—

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.

(c) The Contractor shall—

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry

certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies—

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall—

(1) Consign the shipments to the appropriate—

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv) (A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA), St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) *Preparation of customs forms.*

(1) (i) Except for shipments consigned to a military installation, the Contractor shall—

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall—

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of

Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages—

(i) “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE”; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice—

(1) The Contractor’s name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if—

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for—

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts—

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

(a) Definitions. As used in this clause—

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

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

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. **INVOICE 2 IN 1**

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

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

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP3300
Admin DoDAAC	SP3300
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	SB3222
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact. Not Applicable

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

END OF SOLICITATION