

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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<p>SECTION A GENERAL INFORMATION TO OFFERORS</p> <p>A.1 OVERVIEW This solicitation is being issued under the authority of 10 U.S.C. §2304(c)(1) and FAR Part 13.5 and 19.5 and contemplates award of contracts for items of supply that are available from small businesses.</p> <p>The Government will award an Indefinite Delivery Contract (IDC) Contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and/or other factors specified elsewhere in this solicitation considered. This is a solicitation for a firm-fixed-price IDC contract for the supplies listed in the Schedule for a term from Award Date through September 27, 2024, or until the aggregate total of the orders placed against the contract reaches \$250,000.00, whichever occurs first.</p> <p>DLA Internet Bid Board Systems (DIBBS) quotations are not acceptable for this solicitation. Offerors must complete the entire solicitation. Quotes must be submitted on hard copy of this Request for Quote (RFQ), and either faxed to 614-693-1590, to the attention of Jonathan Stone, or scanned and emailed to Jonathan.Stone@dla.mil. Please ensure that all clauses are completed and returned.</p> <p>The contract resulting from this solicitation will provide supply support to the Global Tires Program (GTP) Contractor, Science Applications International Corporation (SAIC), designated in contract SPE7LX-19-D-0029, pursuant to FAR Part 51, and may also provide direct supply support to the Government.</p> <p>SAIC is referred to as the "GTP Contractor" throughout this document.</p> <p>A.2SCOPE</p> <p>A.2.1The scope of this solicitation and resulting contract is GTP Contractor and Government supply support for the tire designated in the Schedule below for FSC 2610. The Schedule and solicitation clauses further describe the unique characteristics and requirements for the NSN herein.</p> <p>A.2.2The Government may order directly from the resulting LTC Vendor contract in support of military demands. These "Direct LTC Buys" would be processed as outlined in Section C.15 of this Request for Quote (RFQ).</p> <p>A.2.3Awardee under this solicitation is referred to herein as the LTC Vendor.</p> <p>A.3NSNs WITH MULTIPLE SOURCES (i.e. CATL): The Schedule contains a vendor required fill-in stipulating the exact item, to include manufacturer and part number they are proposing. While this is a requirement at time of quote, after award, if the LTC Vendor is required to change the source and/or the specific tire they are providing, such as in the case of an item no longer being available, DAG Part 42.302-101, no prices or delivery terms will be changed as a result.</p> <p>A.4 TRACEABILITY: In accordance with (IAW) DLAD 52.246-9066 and DLAD 52.211-9014, if the offeror is not identified as an approved source in the item description, the offeror shall submit traceability documentation to the Contracting Officer on or before the date that quotes are due. Failure to provide any required documentation within the stated timeframe may result in rejection of the quote. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled or contract may be terminated for cause/default, as applicable.</p> <p>A.5 FACSIMILE AND EMAILED QUOTES: Quotes and/or withdrawals sent via facsimile or email will be accepted when submitted in accordance with the instructions in Section A.1 above.</p> <p>A.6 OFFEROR AUTHORIZED REPRESENTATIVE(S): Offerors shall identify individual(s) authorized to represent the offeror's position and commit to the offeror in all exchanges between Government and offeror:</p> <p>Name: _____</p> <p>Title/Position: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p> <p>SECTION B SCHEDULE OF SUPPLIES</p> <p>Award will be made on an all or none basis per individual Contract Line Item Number (CLIN) or NSN for the supplies under this solicitation. The Schedule below contains supplies managed by DLA - Land and Maritime.</p> <p>CLIN 0001 NSN 2610-01-238-9684 AMC/AMSC:1G DPAS Rating: DOC9 PIC: 2 QCC: DAF Gov't Estimated Annual Demand Quantity: 37</p> <p>CONTINUED ON NEXT PAGE</p>		

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Gov't Requested Delivery Days: 30 days
Minimum Order Quantity: 1/EA
Maximum Order Quantity: NO MAX

Disclaimer: The tire and quantity information in this solicitation is subject to change. Any NSN information provided above is to assist potential Offerors in analysis and quote development. The Government neither warrants nor guarantees any LTC Vendor will realize the demands, other than any guaranteed minimums, which are identified herein in performance of any resulting contract.

LTC Vendor prices identified in any awards/contracts (including any modifications during the contract term) resulting from this solicitation will be made publicly available and shall not be marked as proprietary.

*** EVALUATION WILL BE MADE BASED ON INFORMATION ENTERED BELOW:***

Offeror's Quote:
CLIN: 0001
NSN: 2610-01-238-9684
U/I: EA

Unit Price (1 EA): _____

Manufacturer CAGE: _____ PART NUMBER: _____

Proposed Delivery: _____ days

BAA/BPP Compliant: YES NO (circle one)

TIRE CHARACTERISTICS Compliant: YES NO (circle one)

Hazardous Codes: _____

Remarks: _____

NOTE SURPLUS MATERIAL IS NOT PERMITTED

NSN:012389684
TIRE,PNEUMATIC,VEHICLE
REFERENCE NUMBER:RP001
REFERENCE NUMBER:RA001
REFERENCE NUMBER:RQ011
X/GP1/TYBB/CL2/6.00/6.90-9/F
REFERENCE NUMBER:ZL001
REFERENCE NUMBER:CS187
TIRE CHARACTERISTICS
SPECIFICATION: ZZ-T-410
TIRE SIZE DESIGNATION: 6.00/6.90-9 NUMERIC
TIRE STRENGTH: LOAD RANGE F
MAXIMUM INFLATION PRESSURE: 150 PSI
TIRE LOAD MAXIMUM CAPACITY: 4075 LBS
TIRE CONSTRUCTION: BIAS
TREAD DESIGN: GRIP REGULAR
SERVICE TYPE: INDUSTRIAL FORKLIFT
MATERIAL: NATURAL RUBBER
TIRE AIR RETENTION METHOD: TUBE TYPE
FLAP: YES
GROUP: 1
VEHICLE APPLICATION: 4000/6000 FORKLIFT (ARMY, AIR FORCE, MARINES)

MIL-DTL-4M
10 January 1997
3.3.2.1.4 Tires with flaps.
Flaps shall be rolled and placed inside the tire. When the size of the rolled flap and normal distance between beads assure that flap will remain in place during normal handling and transportation, no tying is required. When the size of the rolled flap is such that it will not be securely held within the tire, it shall be secured within the tire using twine conforming to A-A-228 or A-A-145 1, or nonmetallic strapping conforming to ASTM D3950, in such a manner as to assure safe delivery.

When it is too difficult to insert the rolled flap within the tire, it shall be secured within the tire in the normal installed position. Safe transportation shall be ensured by securing flaps within the tire using twine conforming to A-A-228 or A-A-145 1, or nonmetallic strapping conforming to ASTM D3950.

IAW BASIC UNK ZZ-T-410F NOT 1
REVISION NR F DTD 06/18/2015

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<p>PART PIECE NUMBER: X/GP1/TYBB/CL2/6.00/6.90-9/F IAW REFERENCE STD NR MIL-STD-129R REVISION NR R DTD 02/18/2014 PART PIECE NUMBER: IAW REFERENCE UNK QPL-ZZ-T-410-1 REVISION NR 1 DTD 11/30/1981 PART PIECE NUMBER: PREP FOR DELIVERY LINE ITEM 00032 TYPE OF COVERAGE: DLA DIRECT, CONUS PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999 QUP:001 PRES MTHD:ZZ CLNG/DRY:Z PRESV MAT:ZZ WRAP MAT:ZZ CUSH/DUNN MAT:ZZ CUSH/DUNN THKNES:Z UNIT CONT:ZZ OPI:M INTRMDTE CONT:ZZ INTRMDTE CONT QTY:ZZZ PACK CODE:U MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE:32 -32 Type I, shelf life PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT MOP CODE ZZ = PACKAGING SHALL BE IAW MIL-DTL-4 REFERENCE NUMBER:ZDL58REQUIREMENTS FOR PROCUREMENT REFERENCE NUMBER:ZDL58</p> <p>SECTION C PERFORMANCE WORK STATEMENT/ DESCRIPTIONS / SPECIFICATIONS</p> <p>C.1OVERVIEW</p> <p>C.1.1LTC Vendors shall supply tires to the GTP Contractor, for supply support of the tire NSN(s) as listed herein (designated in contract SPE7LX-19-D-0029).</p> <p>C.1.2The LTC Vendor will receive an order from the GTP Contractor. Any interested offeror must be able to receive orders electronically from the GTP Contractor. This can be accommodated either through electronic mail, Electronic Data Interchange (EDI), or paperless order transmission. Alternatively, a manual order from the GTP Contractor shall be accommodated.</p> <p>C.2GTP PROGRAM EXECUTION; GTP CONTRACTOR AND LTC VENDOR RELATIONSHIP</p> <p>C.2.1The GTP Contractor and the LTC Vendor is expected and required to meet all terms and conditions as outlined in their applicable contracts. LTC Vendors supporting the GTP Program are partnering with Government and industry counterparts to support DLA's military customer and are therefore expected to use reasonable efforts and good faith in executing GTP Program support.</p> <p>C.2.2Ordering, Pricing, and Delivery: The GTP Contractor is authorized and required to place orders under the LTC Vendors' contracts. Orders shall be placed by the GTP Contractor directly to the Government designated LTC Vendor source for each NSN. The LTC Vendor shall fill the GTP Contractor orders at the price and delivery terms in the LTC Vendor's contract. The LTC Vendor shall notify the GTP contractor, in writing, the date the GTP Contractor should expect delivery at least 5 calendar days prior to the scheduled delivery date.</p> <p>C.2.3Inspection & Acceptance: The GTP Contractor shall conduct a "kind, count and condition" (KCC) inspection prior to acceptance of LTC Vendor-supplied materiel. Inspection and Acceptance (or action as outlined at C.2.3.1.1 or C.2.3.1.2)is expected to occur within 3 business days after delivery to the GTP Contractor's location. Acceptance of tires by the GTP Contractor under this provision does not constitute acceptance on behalf of the Government, and is only the GTP Contractor's determination that the tires are suitable for use in its performance under the GTP contract and in accordance with applicable terms and conditions. The same or similar requirements are included in the GTP Contract SPE7LX-19-D-0029.</p> <p>C.2.3.1KCC inspection shall constitute a superficial evaluation of the quality of the item and consist of the following:</p> <ul style="list-style-type: none"> • Kind: visual identification of at least one item per the item description, verification of the part number, contract number and NSN; all as specified in the LTC; • Count: visual confirmation of the contents of a minimum of one package per line item and number of packages received as specified in the order; and • Condition: visual verification of physical appearance of the exterior of the item to determine if the item visually meets the LTC requirement. <p>C.2.3.1.1Should the GTP Contractor's system determine a "kind" and/or "count" non-conformance upon inspection of material, the GTP Contractor shall notify, in writing, the Contracting Officer and LTC Vendor with sufficient documentation/information to support the non-conformance along with a requested disposition.</p> <p>C.2.3.1.2Should the GTP Contractor's system determine a "condition" non-conformance upon inspection of material, the GTP Contractor shall notify, in writing, the Contracting Officer and LTC Vendor within 1 day from the time the carrier delivers the tires, with sufficient documentation/information to support the non-conformance along with a requested disposition. Any disputes shall be resolved per paragraph C.2.7.</p> <p>C.2.3.2The GTP Contractor is not permitted to reject conforming materials from the LTC Vendor provided the supplied tires meet the LTC Vendor's contract requirements.</p>		

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<p>C.2.4Payment: The GTP Contractor shall make payment to the LTC Vendor under Net 30 terms from the date it receives a proper invoice.</p> <p>C.2.4.1For purposes of LTC Vendor payment from the GTP Contractor, a proper invoice shall include, at a minimum, the following elements: Sender and Recipient Information (i.e., company name, address, and phone), GTP LTC Vendor Government Contract Number, GTP Contractor Invoice Number (if applicable), Ship Date, Delivery Date, Receipt Date, Invoice Date, Quantity, Description of Contents (to include NSN and nomenclature), Carrier and Tracking Number and Invoice Value (in dollars).</p> <p>C.2.4.2If authorized by the Contracting Officer, in writing to both parties, pursuant to a final resolution under paragraph C.2.7, the GTP Contractor may offset payments to recover costs associated with materiel returns.</p> <p>C.2.4.3If the GTP Contractor fails to pay the LTC Vendor for conforming tires received, pursuant to C.2.7, the Contracting Officer will issue a final decision that authorizes payment by the Government directly to the LTC Vendor.</p> <p>C.2.5Warranty Returns and Customer Returns: Returns will be handled by the Contracting Officer or Designee on a case by case basis.</p> <p>C.2.5.1Notwithstanding any previous inspection and/or acceptance by the Government, the LTC Vendor warrants all items covered by this contract shall be free from defects and fully usable in accordance with their operational application and the specifications set forth in this solicitation (to include any attachments and amendments) and consistent with the requirements at C.2.3 and C.2.5 and their subparts. This is in addition to, and not in abrogation of, any commercial or other warranty on the items.</p> <p>C.2.5.2In the event of a customer return due to a defect or damage, the Government will investigate to assess the failure and determine cause for the defect and initiate the corrective action and return, if applicable.</p> <p>C.2.5.3Payment for Returned Tires: The GTP Contractor shall bear the initial costs associated with the return and replacement of non-conforming tires. In the event the Government's investigation determines the LTC Vendor is responsible for the defect or failure, the LTC Vendor shall reimburse the GTP Contractor the costs associated with the materiel return. The LTC Vendor shall be liable for manufacturer defects or damage occurring before delivery to the GTP Contractor, while the GTP Contractor shall be liable for damage to the tires occurring after receipt due to the GTP Contractor's handling, storage, and/or shipment of the tires to the Government end-user.</p> <p>C.2.6Reliability Management and Communication: The term "Reliability Management" refers collectively to Configuration Management, Obsolescence Management, and Quality Management (see sections C.11, C.12 and C.13). When either party, the GTP Contractor or LTC Vendor, provides the Government with information regarding Reliability Management of specific NSNs in accordance with the terms of their contract, that same information shall be provided to their GTP Program counterpart at the same time in writing; i.e., the GTP Contractor shall provide the information to the LTC Vendor(s) responsible for the specific NSN and the LTC Vendor shall provide the information to the GTP Contractor.</p> <p>C.2.7Disputes: All disputes and issues needing a resolution that arise between the GTP Contractor and the LTC Vendor in the performance of the applicable contracts shall be resolved in accordance with the Disputes sub-paragraph. In the event a dispute or issue arises between the GTP Contractor and the LTC Vendor, the LTC Vendor shall attempt to resolve the issue through good-faith efforts. If the parties are unable to resolve the issue after a period of 30 days (unless otherwise specified), the LTC Vendor will refer the matter to the Government (Contracting Officer or Contract Administrator) for a final disposition decision.</p> <p>C.2.8Any additional commercial contract requirements established between the GTP Contractor and LTC Vendor shall be the responsibility of the two parties, but in order to maintain the integrity of the GTP Program, all agreements shall be provided to the Contracting Officer, in writing, to ensure said agreements are not in conflict with the terms of the applicable GTP Program contracts. The Government is not a party to any such agreement. No disputes over terms or conditions negotiated between the GTP Contractor and the LTC Vendor beyond the Government LTC's terms and conditions shall justify delay in LTC Vendor performance under this contract.</p> <p>C.3IDC SOLICITATION AND CONTRACT: The government desires to enter into an IDC contract in accordance with DLAD 52.213-9012 INDEFINITE DELIVERY PURCHASE ORDER (IDC) - BILATERAL (SEP 2012)and the following note:</p> <p>C.3.1NOTE TO DLAD 52.213-9012 - USE IN GTP PROGRAM SUPPORT This solicitation and any resulting contract is to be used for GTP program support. The terms of DLAD 52.213-9012 sub-paragraph (a) are altered as follows:</p> <p>1. TERM / BILATERAL AGREEMENT / EFFECTIVE DATE:The period of performance shall be from the date of award through 27 September 2024 or until the aggregate total of the orders placed against the contract reaches \$50,000.00, whichever occurs first. This agreement becomes binding upon being signed by the government and the contractor.</p> <p>2. DELIVERY ORDERS: The contractor agrees that it will accept delivery orders under the same terms and conditions specified in the award document. All additional orders will reference the basic contract.</p> <p>3. CONTRACT MINIMUM/ MAXIUM: The Government (or the GTP Contractor) fulfills its minimum obligation when the contractor receives payment for 1 tire at the contract price. The Government (or the GTP Contractor) may elect to meet the contract minimum (1) by placing an order for a tire and paying the contractor for that tire or (2) by paying the contractor the contract price for 1 tire without taking delivery of a tire. The aggregate dollar value for all orders placed for each award may not exceed \$250,000.00.</p> <p>C.4REPRESENTATION: By submitting a quote in response to this solicitation, the Offeror agrees to provide items in accordance with the descriptions in the Schedule and that the items supplied are from the approved source(s).</p>		
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<p>C.5ALL OR NONE NSNs:Individual CLINS (NSNs) will be awarded on an "All or None" basis in accordance with (IAW) the evaluation criteria in Section M.</p> <p>C.6PACKAGING AND MARKING: Tire supply shipments to the GTP Contractor shall include commercial packaging and marking requirements. Marking shall be in accordance with commercial standards unless otherwise specified in the item description of the delivery order.</p> <p>C.7 F.O.B. POINT AND DELIVERY: The FOB point for all tires ordered (except for Direct Buy Procedures)under award from this solicitation is Destination. The FOB Destination location will be at the GTP Contractor's facility located in Dallas, Texas area. Deliveries to areas other than Dallas, Texas may be negotiated if necessary. The LTC Vendor shall provide the GTP Contractor written notice of the date the GTP Contractor's order is expected to be delivered at least 5 calendar days prior to the scheduled delivery date.</p> <p>C.7.1For purposes of calculating on-time delivery, the LTC Vendor is considered to have completed a delivery order on the earliest date that both of the following events have occurred: (1) the LTC Vendor has given the GTP Contractor the written notice required in C.7 AND (2) the LTC Vendor completes delivery to the GTP Contractor's location (IAW C.7), as indicated by a bill of lading, packing list or other written documentation.</p> <p>C.8REPORTING: The LTC Vendor shall submit to the Contracting Officer or Designee, monthly, no later than the 10th of each month, the Quality and On-Time Delivery reports for the previous month for any orders received from the GTP Contractor.</p> <p>C.8.1On-Time Delivery Report</p> <p>C.8.1.1At a minimum, the On-Time Delivery Report shall contain a listing of all orders received for the month, and for each order: the NSN, the quantity ordered, the quantity shipped, the date the order was received and, if completed, the date the GTP Contractor was notified that delivery would be made, the date the order was delivered, the contractually required delivery days and the actual delivery days as determined by the difference between the date the order was placed by the GTP Contractor and the order completion date described in C.7.1 above. If an order is for Surge and Sustainment (see Section B.3), the report shall indicate the order as such.</p> <p>C.8.1.2If no orders were filled during a month, the LTC Vendor shall submit a report with a statement to that effect.</p> <p>C.8.2Quality Report</p> <p>C.8.2.1At a minimum, the Quality Report shall contain a listing of any orders that failed the GTP Contractor's KCC inspection, the NSN at issue, the date of the failed inspection, an explanation of the reason for the failure, and a statement regarding when the issue is expected to be resolved. In addition, the report shall indicate any NSNs that have part number or drawing changes and NSNs expected to become or known to be obsolete along with suggested replacements.</p> <p>C.8.2.2If none of the triggering events in C.8.2.1 occur during a month, the LTC Vendor shall submit a report with a statement to that effect.</p> <p>C.8.3Report Format: The Official Report may be submitted in an Adobe PDF format or other non-editable format. The LTC Vendor shall also submit an editable copy in Microsoft Word or Excel format for governmental reporting purposes and/or analysis.</p> <p>C.8.4For all reports/deliverables: All of the above reports/deliverables shall be delivered to the Government with unlimited rights and shall not be identified as proprietary data. "Unlimited Rights" means the Government has the rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, of the data (including the contents of reports) in any manner and for any purpose, and to have or permit others to do so.</p> <p>C.9CONFIGURATION MANAGEMENT</p> <p>C.9.1General: The Government will maintain configuration control and change authority for all modifications or changes regarding GTP Program support. LTC Vendors shall maintain configuration of the tires in accordance with the requirements of the resulting contract(s), and shall review configuration of tires and recommend other available tires that meet or exceed the current application of the tire type and represent a better value to the government. The Engineering Support Activity (ESA) for this contract is the U.S. Army Tank Automotive Research, Development and Engineering Center (TARDEC) located in Detroit Arsenal, Warren, MI.</p> <p>C.9.1.1The LTC Vendor(s) shall submit for approval to the Contracting Officer all known configuration changes that affect the supply of tires to include the impacted system, old and new part numbers, and the reason for the proposed change.</p> <p>C.9.1.2Known configuration changes that affect Foreign Military Sales (FMS) will be identified and forwarded to the Contracting Officer for consideration and include the impacted system, old and new part numbers, and the reason for the change. The Contracting Officer will submit this information to DLA HQ and the appropriate International Logistics Control Organization to advise FMS customers.</p> <p>C.9.2Deviations</p> <p>C.9.2.1LTC Vendor(s) shall not manufacture or supply any items under any resulting LTC awards which incorporate a known departure from technical or contractual requirements unless a request for a deviation has been approved by the government. Authorized deviations are a temporary departure from the requirements only, and do not authorize a change to the item's configuration baseline.</p>		

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<p>C.9.2.2 Deviation requests shall be prepared in accordance with DI-CMAN-80640C - Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management. For all items under this solicitation and any resulting awards, deviations, waivers or engineering change quotes are not permitted unless authorized in writing by the Contracting Officer.</p> <p>C.9.3 Notification: The LTC Vendor shall monitor and immediately notify the Contracting Officer of any weapon system program developments or modifications that may impact the performance and/or require a change to the current configuration of tires covered by this Solicitation. The Contracting Officer will then take whatever action, if any, deemed necessary to coordinate with the ESA the possible configuration change and any resulting addition, deletion or modification of a tire or tire type.</p> <p>C.10 OBSOLESCECE MANAGEMENT: See DLAD 52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005) for further guidance.</p> <p>C.11 QUALITY MANAGEMENT</p> <p>C.11.1 Quality System Requirement: The LTC Vendor shall maintain a quality system that meets the requirements of ISO 9001:2000. The LTC Vendor shall be responsible for tire quality control for all tires purchased/manufactured until delivery to GTP Contractor, or the government customer.</p> <p>C.11.1.1 LTC Vendor Technical and Quality Compliance includes delivering tires which meet the Government's required specifications, drawings and sources as indicated in the Schedule. The LTC Vendor's quality management system/program shall be designed to promptly detect, correct, and prevent conditions that adversely affect performance and quality.</p> <p>C.11.1.2 The LTC Vendor shall maintain a single point of contact to interface with the government's tire logistics manager for the GTP Program to ensure timely resolution of business and technical problems and implementation of corrective action.</p> <p>C.11.2 Quality Data: When requested by the contracting officer, and after the Contracting Officer, on behalf of the Government, signs a non-disclosure agreement, the LTC Vendor shall make available for Government review, either at the LTC Vendor's facility during regular business hours with reasonable notice (at least 10 business days prior to day of visit to the LTC Vendor's facility), or by other means, agreeable to both parties, also with reasonable notice (at least 10 business days prior to review by other means), the following data:</p> <ul style="list-style-type: none"> • Quality control manual and procedures, work instructions, drawings and specifications, repair manuals, repair procedures, manufacturing records, in-process/final inspection records, and Acceptance Test Procedure (ATP) results. • Summary results of periodic third party audits and follow up corrective actions for any deficiencies noted. • Results of scheduled internal quality system audits and follow up corrective actions for any deficiencies noted. • Copies of ISO generated management reports tracking rework, customer complaints, delivery schedules, cost of quality, ordering, inventory, transportation, etc. <p>The Government is precluded from taking photographs, recording or reproducing the data and from removing original data or copies of original data from the LTC Vendor's facility(ies). This does not limit the Government's right to create its own report which may include limited full text references to quality data in relation to the Government's report findings.</p> <p>C.12 SHELF-LIFE REQUIREMENTS: The LTC Vendor shall deliver tires in accordance with the shelf-life requirements identified in DLAD clause 52.211-9024 (TAILORED) herein. Tires should be delivered to the specified delivery location of the GTP Contractor within eighteen (18) months of being manufactured and must have no less than forty-two (42) months of shelf-life remaining upon delivery to the GTP Contractor.</p> <p>C.13 LIMITATION ON USE OF CERTAIN EXTENDER OILS: Tires delivered under the contracts resulting from this solicitation shall not contain polycyclic aromatic hydrocarbon (PAH) rich extender oils and blends used as extender oils for the production of tires.</p> <p>C.14 DCMA UTILIZATION: The Government anticipates utilizing the Defense Contract Management Agency (DCMA), as delegated by the Contracting Officer, for contract administration support during LTC Vendor performance.</p> <p>C.15 LTC DIRECT BUYS: The Government anticipates that the LTC Vendor will be primarily engaged in providing GTP Contractor support throughout the life of any resulting contract, however, the Government may order directly from the LTC.</p> <p>C.15.1 LTC Vendors must be able to process "LTC Direct Buys" as outlined herein.</p> <p>C.15.2 In the event that DLA orders tires under this procedure, the Contracting Officer and the LTC Vendor will negotiate delivery and rates to accommodate any additional packaging, marking and/or palletization requirements in excess of standard commercial packaging, to be specified on the individual delivery order. Any excess shipping costs (i.e. for Time-Definite-Delivery or Outside the Continental United States (OCONUS) delivery) will also be negotiated at that time. The negotiations under this section shall not exceed thirty (30) days from the date the Contracting Officer has notified the LTC Vendor of Direct Buy execution.</p> <p>C.15.2.1 Any LTC Direct Buy delivery order executed by DLA that directs the LTC Vendor(s) to supply tires directly to a military customer shall require marking in accordance with MIL-STD-129P. The MIL-STD-129P marking requirements for any LTC Direct Buys will be listed in the individual Delivery Order.</p> <p>C.15.3 FOB Destination and Inspection and Acceptance at Destination shall apply to Direct Buys.</p> <p>C.15.3.1 For Direct-Buy orders for FMS support, the FOB point shall be Origin with Inspection and Acceptance to occur at Origin. Transportation instructions will be included on delivery orders or can be obtained in accordance with DLAD</p>		

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<p>52.247-9034. The Contracting Officer will negotiate unit pricing with the LTC Vendor based on FOB Origin shipping requirements.</p> <p>C.15.4Orders from the Government for direct-buys are anticipated to be placed electronically. The LTC Vendor must be able to support electronic ordering procedures in accordance with C.1.2, above. Issuance of an EDI transmission, when supported by the LTC Vendor, or email notification from the Contracting Officer constitutes a binding order. The LTC Vendor is required to commence performance upon receipt of a binding order. If EDI is used, the following three EDI transactions are required for the purpose of transmitting Delivery Orders and Tracking Performance under C.18:</p> <ul style="list-style-type: none"> •850 Purchase / Delivery Order •856 Shipment Notice Manifest •997 Functional Acknowledgement <p>C.15.5 The LTC Vendor shall submit monthly Quality and On-Time Delivery reports for any orders filled under this section. These reports shall contain the same information and be in the same format specified in section C.10. If no orders were filled during a month, the LTC Vendor shall submit a report with a statement to that effect.</p> <p>C.15.6Reliability Management requirements apply to direct buys and are unchanged.</p> <p>C.15.7The Government may pay the LTC Vendor under Fast Pay terms (see 52.212-9001 under Section I) provided the delivery order dollar value does not exceed the Fast Pay threshold. Payment will be made under Net 30 terms for Direct Buys if Fast Pay is not authorized.</p> <p>C.16APPLICABILITY: Unless specifically noted otherwise, each aspect of this Performance Work Statement (Section C) applies to an LTC Vendor providing tires in response to a direct buy or GTP Contractor order.</p> <p>*** Tailored Clause ***</p> <p>DLAD 52.211-9024 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS TAILORED (MAY 2013)</p> <p>(a) Products delivered under this contract shall be manufactured/cured/assembled to ensure that a minimum of forty-two (42) months of shelf-life is remaining at time of receipt by the Government or GTP Contractor.</p> <p>(b) Marking or labeling shall reflect these data.</p> <p>(c) Supplies received by the Government or GTP Contractor with less than forty-two (42) months shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.</p> <p>(d) Tires shall be delivered to the specified delivery location of the GTP Contractor (or to the Government's specified delivery point if a Direct-Buy) within eighteen (18) months of being manufactured.</p>		
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7M1-23-Q-1048	PAGE 10 OF 36 PAGES
<p>SUPPLIES/SERVICES: 2610-01-238-9684</p> <p>ITEM DESCRIPTION:</p> <p>TIRE,PNEUMATIC,VEHICLE</p> <p>RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:</p> <p>http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx</p> <p>FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.</p> <p>RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT</p> <p>RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES</p> <p>RQ002: CONFIGURATION CHANGE MANAGEMENT - ENGINEERING CHANGE PROPOSAL REQUEST FOR VARIANCE (DEVIATION OR WAIVER)</p> <p>RQ017: PHYSICAL IDENTIFICATION/BARE ITEM MARKING</p> <p>FULL AND OPEN COMPETITION APPLY</p> <p>CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT.THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS.</p> <p>RS073: Shelf-life requirement RS001 for TYPE I (CODE S) tires with a shelf-life of 60-months (non-extendable) with the following exception applies to this item. Tires furnished under this contract/order shall have at least 42-months of shelf-life remaining at time of delivery.</p> <p>** EXCEPTION: Vendor must include a flap with each tire. **</p> <p>MIL-DTL-4M 10 January 199 3.3.2.1.4 Tires with flaps. Flaps shall be rolled and placed inside the tire. When the size of the rolled flap and normal distance between beads assure that flap will remain in place during normal handling and transportation, no tying is required. When the size of the rolled flap is such that it will not be securely held within the tire, it shall be secured within the tire using twine conforming to A-A-228 or A-A-145 1,or nonmetallic strapping conforming to ASTM D3950, in such a manner as to assure safe delivery. When it is too difficult to insert the rolled flap within the tire, it shall be secured within the tire in the normal installed position. Safe transportation shall be ensured by securing flaps within the tire using twine conforming to A-A-228 or A-A-145 1, or nonmetallic strapping conforming to ASTM D3950.</p> <p>IAW BASIC UNK ZZ-T-410F NOT 2 REVISION NR F DTD 06/18/2015 PART PIECE NUMBER: X/GP1/TYBB/CL2/6.00/6.90-9/F</p> <p>IAW REFERENCE STD NR MIL-STD-129R(3) REVISION NR R DTD 02/25/2023</p>		
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SUPPLY/SERVICE: 2610-01-238-9684 CONT'D

PART PIECE NUMBER:

IAW REFERENCE UNK QPL-ZZ-T-410-1
REVISION NR 1 DTD 11/30/1981
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2610-01-238-9684 TIRE,PNEUMATIC ,VEHI	1.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:ZZ CLNG/DRY:Z PRESV MAT:ZZ
WRAP MAT:ZZ CUSH/DUNN MAT:ZZ CUSH/DUNN THKNESS:Z
UNIT CONT:ZZ OPI:M
INTRMDTE CONT:ZZ INTRMDTE CONT QTY:ZZZ
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:32 -32 Type I, shelf life

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING
REQUIREMENTS FOR PROCUREMENT

MOP CODE ZZ = PACKAGING SHALL BE IAW MIL-DTL-4
PRESERVATION & PACKAGING SHALL BE IAW THE LATEST
REVISION OF MIL-DTL-4 PACKAGING OF NON-AIRCRAFT
TIRES AND INNER-TUBES.

SPECIAL MARKING REQUIREMENT:
APPLY SHELF LIFE MARKINGS IAW MIL-STD-129.

PARCEL POST ADDRESS:

FOR TRANSPORTATION SEE DLAD DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION SEE DLAD PROC NOTE C20 AND
CONTRACT

FREIGHT SHIPPING ADDRESS:

GOVT USE		External		External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	1000170742	0001	N/A	N/A	N/A	N/A

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Form

TECHNICAL REQUIREMENTS

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

Part 12 Clauses

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

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS---COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023) FAR

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) 52.203 -19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 ([Pub. L. 113 -235](#)) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.204 -23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of [Pub. L. 115 -91](#)).
 - (3) 52.204 -25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1) (A) of [Pub. L. 115 -232](#)).
 - (4) 52.209 -10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
 - (5) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
 - (6) 52.233 -3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
 - (7) 52.233 -4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108 -77 and 108 -78 ([19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this [paragraph \(b\)](#) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, 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).
- (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) 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).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (11) [Reserved]
- (12) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (OCT 2022) (15 U.S.C. 657a).
- (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (14) [Reserved]
- (15)(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.
- (16)(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.
- (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

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Part 12 Clauses (CONTINUED)

- (18)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (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.
- (19)(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.
- (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (21) 52.219-16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (23)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (31)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (36)(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).
- ((37) 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.)
- (38)(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.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (41)(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.
- (42)(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.
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (44)(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.
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (49) 52.225-1, Buy American - Supplies (NOV 2021)) (41 U.S.C. chapter 83).
- (50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I [RESERVED].
- (iii) Alternate II (DEC 2022) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (52) 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).
- (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

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Part 12 Clauses (CONTINUED)

- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).
- (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (59) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (60) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- (64)(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 Under Executive Order 13658 (JAN 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this [paragraph \(d\)](#) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215 -2, Audit and Records --Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this [paragraph \(e\)\(1\)](#), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --
- (i) 52.203 -13, Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
- (ii) 52.203 -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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vi) 52.219 -8, Utilization of Small Business Concerns (OCT 2022) ([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.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

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Part 12 Clauses (CONTINUED)

- (xiv) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022)
- (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 52.225 -26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxii) 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.
- (xxiii) 52.232 -40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of 52.232 -40.
- (xxiv) 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 ADDED TO PART 12 BY ADDENDUM

52.203-3 GRATUITIES (APR 1984) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) FAR

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) FAR

As prescribed in [4.2004](#) , insert the following clause:

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

Covered article means any hardware, software, or service that --

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means --

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.* (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting

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Part 12 Clauses (CONTINUED)

Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), including in all subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) DFARS

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

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

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) FAR

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

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

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.216-18 ORDERING (AUG 2020) FAR

As prescribed in [16.506\(a\)](#), insert the following clause:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

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(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

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

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

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

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

(End of clause)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2022) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) FAR

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) FAR

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

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

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

Material (If none, insert None)	Identification No.

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) FAR

As prescribed in [23.804\(a\)\(1\)](#), insert the following clause:

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as -

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by [42 U.S.C. 7671j](#) (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _ , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall -

- (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by -
 - (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
 - (ii) Contract number; and
 - (iii) Equipment/appliance;
- (2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after -
 - (i) Annually by November 30 of each year during contract performance; and
 - (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

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

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).
(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014) DFARS

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

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

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (JAN 2023) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM — ALTERNATE I (JAN 2023) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) DFARS

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items -

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

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

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

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

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

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

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

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

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

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

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(* 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.

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<p>Part 12 Clauses (CONTINUED)</p> <p>(Contracting Officer: Insert applicable information or "Not applicable.")</p> <p>(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.</p> <p>252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS</p> <p>52.233-1 DISPUTES (MAY 2014) FAR</p> <p>52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR</p> <p>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR</p> <p>52.242-15 STOP-WORK ORDER (AUG 1989) FAR</p> <p>52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR</p> <p>52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR</p> <p>252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS</p> <p>52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023) FAR</p> <p>52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR</p> <p>252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS</p> <p>252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS</p> <p>252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS</p> <p>52.247-34 F.O.B. DESTINATION (NOV 1991) FAR</p> <p>52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR</p> <p>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR</p> <p>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR</p> <p>As prescribed in 52.107(b), insert the following clause: This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): FAR: https://www.acquisition.gov/?q=browsefar DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx</p> <p>(End of clause)</p> <p>52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR</p> <p>252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) DFARS</p> <p>252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023) DFARS</p>		
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As prescribed in [204.7304](#) (e), use the following clause:

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that -

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that -

- (1) Consists of -
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that -

- (1) Consists of -
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) **Applicability.** This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) **Requirements.** The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) **Procedures.** Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) **Basic Assessments.** A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

- (A) Version of NIST SP 800-171 against which the assessment was conducted.
- (B) Organization conducting the assessment (e.g., Contractor self-assessment).
- (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract -
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.
- (D) Date the assessment was completed.
- (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).
- (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at [paragraph \(b\)\(1\)\(i\)](#) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) **Medium and High Assessments.** DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) **Rebuttals.** (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide <https://www.sprs.csd.disa.mil/>)

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Part 12 Clauses (CONTINUED)

[pdf/SPRS_Awardee.pdf](#)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility*. (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (*e.g.*, Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts*. (1) The Contractor shall insert the substance of this clause, including this [paragraph \(g\)](#), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of Clause)

252.204-7022 EXPEDITING CONTRACT CLOSEOUT (MAY 2021) DFARS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

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

Part 12 Provisions

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

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) FAR

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (CLASS DEVIATION 2023-O0002) (DEC 2022) FAR

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

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

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

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

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

Forced or indentured child labor means all work or service -

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

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

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

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

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Part 12 Provisions (CONTINUED)

common use of employees.

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

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

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

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

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 ([Pub. L. 110-174](#)).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate -

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

Sensitive technology -

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

Service-disabled veteran-owned small business concern -

- (1) Means a small business concern -
 - (i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) *Service-disabled veteran* means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern - (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at [13 CFR 124.105](#)) by -
 - (i) One or more socially disadvantaged (as defined at [13 CFR 124.103](#)) and economically disadvantaged (as defined at [13 CFR 124.104](#)) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at [13 CFR 124.104\(c\)\(2\)](#); and
- (2) The management and daily business operations of which are controlled (as defined at [13 CFR 124.106](#)) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name.

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Part 12 Provisions (CONTINUED)

The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture.]

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that -

(i) It ☐ is ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture:]. Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in [13 CFR 124.1002](#).

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

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

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

Note to paragraphs (c)(8) and (9):

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

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

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

(10) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, as part of its offer, that -

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

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

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Part 12 Provisions (CONTINUED)

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

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

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that -

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor ([41 CFR parts 60-1](#) and [60-2](#)), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.

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

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

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Part 12 Provisions (CONTINUED)

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products

Line Item No.

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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Part 12 Provisions (CONTINUED)

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

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

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

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

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

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

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

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

(1) Listed end products.

Line Item No	Country of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Part 12 Provisions (CONTINUED)

- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN:
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other
- (5) Common parent.
- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name:
- TIN: .
- (m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
- (2) Representation. The Offeror represents that -
- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror -
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if -
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
- (1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
- Immediate owner CAGE code:
- Immediate owner legal name:
- (Do not use a "doing business as" name)
- Is the immediate owner owned or controlled by another entity: ☐. Yes or ☐. No.
- (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
- Highest-level owner CAGE code:
- Highest-level owner legal name:
- (Do not use a "doing business as" name)
- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (2) The Offeror represents that -
- (i) It is ☐. is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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- (ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
- Predecessor CAGE code: (or mark "Unknown").
- Predecessor legal name:
- (Do not use a "doing business as" name).
- (s) [Reserved]
- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
- (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
- (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.
- (u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (v) Covered Telecommunications Equipment or Services - Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (2) The Offeror represents that -
- (i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
- (End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES -- ALTERNATE I (OCT 2014) FAR

Alternate I. As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

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

☐ Black American.

☐ Hispanic American.

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

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

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

☐ Individual/concern, other than one of the preceding.

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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

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

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

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

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

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which

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Part 12 Provisions (CONTINUED)

a a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of provision)

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

252.215-7013 SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023) DFARS

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except --

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

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

(End of provision)

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or

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Part 12 Provisions (CONTINUED)

manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

252.225-7000 BUY AMERICAN STATUTE---BALANCE OF PAYMENTS PROGRAM CERTIFICATE)---ALTERNATE I (NOV 2014) DFARS

Alternate I. As prescribed in [225.1101](#) (1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
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(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

L06 AGENCY PROTESTS (DEC 2016)

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

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

(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 Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

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

☐ Alternate wording may be negotiated with the contracting officer.

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES---REPRESENTATION (DEC 2019) DFARS

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Part 12 Provisions (CONTINUED)

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

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

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021) DFARS

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services --Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

- (a) *Definitions.* “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.
- (b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.
- (d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services --Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:
- The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.
- (e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:
- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
 - (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
 - (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
 - (4) For equipment, the entity that produced or provided the covered defense 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)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022) DFARS

- (a) *Definitions.*
- “Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.
- “Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.
- (b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.
- (c) *Procedures.*
- (1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.
 - (2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webpmsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.
- (d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility

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into the summary level scores of strategic assessments.

- (1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.
 - (i) The email shall include the following information:
 - (A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract --
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.
 - (D) Date the assessment was completed.
 - (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).
 - (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
 - (ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

- (2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:
 - (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
 - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
 - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
 - (v) Date and level of the assessment, i.e., medium or high.
 - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
 - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (3) Accessibility.
 - (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
 - (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
 - (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

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

252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES---REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

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

(b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

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

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Part 12 Provisions (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment --

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

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

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

(ii) For covered services --

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

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

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

(i) For covered equipment --

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

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

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

(ii) For covered services --

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Part 12 Provisions (CONTINUED)

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 (End of provision)

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

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

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