



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

MAY 18, 2023

Action Code: Combined Synopsis / Solicitation

Issuing Office:

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

Product Service Code (PSC): S206 – Security Guards and Patrol Services

Subject: Provide Canine Detection Team in adequate numbers and composition to provide installation -wide detection capability against illegal and potentially life-threatening activities for DLA Distribution Susquehanna PA.

Solicitation: SP3300-23-Q-0040

Closing Response Date: Friday, June 9, 2023, 1300 EST - Failure to submit your response by this date and time may result in non-consideration of your quote.

Closing Date for Questions: Monday, May 30, 2023, 1300 EST – Any questions received after the response date may not be answered by the Government.

Point of Contact:

Mr. Samuel Tustin
Samuel.tustin@dla.mil
717-770-4304

Contracting Officer:

Mr. Christopher Robinson
christopher.robinson@dla.mil
717-770-2762

Description: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6 – Streamlined Procedures for Evaluation and Solicitation for Commercial Items in conjunction with FAR Part 13.5 Simplified Procedures for Certain Commercial Products and Commercial Services.

This notice incorporates the provisions and clauses in effect under:

REGULATION	IDENTIFICATION	EFFECTIVE DATE
Federal Acquisition Circular (FAC)	2023-02	14 February 2023
Defense Federal Acquisition Regulation Supplement (DFARS) Publication Notice (DPN)	20230322	22 March 2023
Defense Logistics Acquisition Directive (DLAD) Current to Revision 5 through Procurement Letter (PROCLTR)	2023-07	07 April 2023

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

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

DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
DLAD - <https://www.dla.mil/HQ/Acquisition/Policy-and-Directives/>

This Request for Quotation (RFQ) is being issued as a 100 % set-aside reserved for women-owned small businesses under NAICS 561612 with a size standard of \$25,500,000.00 and PSC S206. SP3300-23-Q-0040 is being issued to establish a Firm Fixed-Price (FFP) contract for a contractor to provide Canine Drug and Explosive Detection Services in support of DoD installation security regulations and anti-terrorism measures currently in place for the protection of employees, visitors, information, and properties at DLA Distribution Susquehanna facilities located in New Cumberland for a period of a base year and two one-year options with an option to extend an additional 6 months. Vendors must provide unit prices rounded to two decimal points.

These services shall be performed in accordance with the Performance Work Statement provided as Attachment 1. The Government intends to award one (1) contract as a result of this RFQ which will be issued on a Standard Form (SF) 1449. This acquisition is not a Defense Priorities and Allocations System (DPAS) rated procurement.

Vendors must quote all CLINs on the Schedule of Supplies to be eligible for award.

Attachment 2 - Schedule of Supplies/Services

CLIN X001: Firm-Fixed Price: SERVICE: Explosive Canine and Handler

Provide all labor, materials and equipment to perform canine detection services for (DDSP) DLA Distribution Susquehanna PA at the New Cumberland, In accordance with the performance work statement (PWS), Attachment 1. This is firm-fixed priced CLIN. Each "UN" unit consists of one (1) K-9 & Handler team working one four-hour shift. Annual quantity of units is 156.

CLIN X002: Firm-Fixed Price: SERVICE: Narcotics Canine and Handler

Provide all labor, materials, and equipment to perform canine detection services for (DDSP) DLA Distribution Susquehanna PA at the New Cumberland, In accordance with the performance work statement (PWS), Attachment 1. This is firm-fixed priced CLIN. Each "UN" unit consists of one (1) K-9 & Handler team working one four-hour shift. Annual quantity of units is 156.

CLIN 0003: Firm Fixed Price: 2-week Phase in Period in accordance with in the PWS.

Place/Period of Performance:

DLA Distribution Susquehanna, PA

SB3222

DLA INSTALLATION SUPPORT SUSQUEHANN

PARTS RECEIVING

5750 3RD ST BLDG 750

NEW CUMBERLAND PA 17070-5076

US

Estimated Period of Performance (actual period of performance will start upon contract award)

Base Year: 08/06/2023 – 08/05/2024

Option Year 1: 08/06/2024 – 08/05/2025

Option Year 2: 08/06/2025 – 08/05/2026

Invoicing and Payment: Invoicing and Payment will be made via Wide Area Work Flow. See DFARS Clause 252.232-7006.

ILLEGAL ITEMS NOT AUTHORIZED ON FEDERAL INSTALLATION: Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific

offense and requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

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

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

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

SOLICITATION PROVISIONS

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

FAR	52.203-18	Prohibition on contracting with entities that require certain internal confidentiality agreements or statements representation
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
FAR	52.204-7	System for Award Management
FAR	52.204-16	Commercial and Government Entity Code Reporting
FAR	52.204-22	Alternate Line-Item Proposal
FAR	52.204-26	Covered telecommunications Equipment or Services--Representation
FAR	52.209-2	Prohibition on contracting with inverted domestic corporations—representation
FAR	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR	52.219-1 (Alt 1)	Small Business Program Representations--Alternate I
FAR	52.222-22	Previous contracts and compliance reports
FAR	52.225-25	Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran—representation and certifications
DFARS	252.203-7005	Representation relating to compensation of former DOD officials
DFARS	252.204-7003	Control of Government Personnel Work Product
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
DFARS	252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation.
DFARS	252.204-7017	Prohibition on Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
DFARS	252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
DFARS	252.215-7007	Notice of Intent to Resolicit
DFARS	252.204-7008	Compliance with safeguarding covered defense information controls
DFARS	252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
DFARS	252.225-7020	Trade Agreements – Certificate
DFARS	252.247-7022	Representation of Extent of Transportation by Sea
DFARS	252.204-7024	Notice on the Use of the Supplier Performance Risk System

THE FOLLOWING PROVISIONS ARE INCORPORATED BY FULL TEXT:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or

Equipment (NOV 2021)

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

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a single Firm-Fixed Price contract a result of this solicitation.

(End of Provision)

FAR 52.233-2 Service of Protest (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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

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

(End of Provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

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

(End of Provision)

DLAD 5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2020)

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

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

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

The following two (2) paragraphs under referenced provision 52.212-1 are hereby deleted:

(e) Multiple offers

(h) Multiple awards

FAR 52.212-1 Addenda

- (1) Paragraph (c) of 52.212-1 is tailored to read as follows: (c) Period of acceptance of offers. The quoter agrees to hold the prices in its offer firm **for 90 calendar days** from the date specified for receipt of quotes.
- (2) Facsimile and hard copy quote submissions will not be accepted or evaluated.
- (3) Quotes shall be prepared in the English language.
- (4) Quotes must be submitted electronically via email at: samuel.tustin@dlm.mil Subject: SP3300-23-Q-0040. Quotation – “Quoter’s Company Name”
- (5) Quotes will be submitted with two electronic files: EFILE 1 Price Quote and EFILE 2 Technical and Past Performance
- (6) Quotes must have the following Controlled Unclassified Information (CUI) marking incorporated on the appropriate pages in their quote submission. Markings shall be included on the Schedule of Supplies and all EFILES submitted with the quote. For all word documents and portable document formats:
 - a. Header on all page:
 - i. “CUI”
 - b. 1st page, bottom right corner (above footer text):
 - i. Controlled by:
 - ii. CUI Category:
 - iii. Distribution/Dissemination Controls:
 - iv. POC:
 - c. Footer (at very bottom) on all pages
 - i. “CUI”

For all Excel format files: Include “CUI” in the header/footer to ensure it displays on all pages. Header/Footer can be accessed by selecting File > Print > Page Setup > Header/Footer Tab > Custom Header/Footer. Include the following Controlled Unclassified Information (CUI) marking incorporated at the top of each excel spreadsheet, **not in the header**, so it only appears on the first page.

- a. Header on all page:
 - ii. “CUI”
- b. 1st page, bottom right corner (above footer text):

- iii. Controlled by:
- iv. CUI Category:
- v. Distribution/Dissemination Controls:
- vi. POC:
- c. Footer (at very bottom) on all pages
- vii. "CUI"

EFILE I Price (Quote):

1. Signed and dated cover letter with all required fill-ins completed, including solicitation number, company name, address, telephone number, email address and contractor Commercial and Government Entity CAGE code.
2. Completed Attachment 2 Schedule of supplies/services for the base year and three (3) option periods. The quoter is required to complete the unit and total prices for all CLINs with proper CUI Markings, as appropriate.
3. Offeror is to complete the blue unit price cells only for the first contract year and three option periods.
4. Completed certifications and representations located at FAR 52.212-3 or quoter statement indicating that said certifications and representations are current and located in the System of Award Management (SAM) database at <http://www.sam.gov>.
5. Signed Standard Form 30, Amendment of Solicitation of Contract for all amendments, if applicable.

EFILE II Technical Capability and Past Performance:

Technical Capability

The offeror shall provide information in sufficient detail to clearly demonstrate the offeror possesses a complete understanding of the minimum technical requirements necessary to perform the canine drug and explosive detection services as set forth in the PWS. Offeror shall provide supporting documentation such as certifications, resume, procedural policies, or any other substantiating documentation to demonstrate they meet the minimum technical requirements identified in FAR 52.212-2 Evaluations and address each Subfactors (a) through (f) separately.

Submission of a quote that does not contain all items requested above may result in elimination from consideration for award. Instructions contained herein are to serve as a guide in preparation of quotes; however, they are not intended to be all inclusive. The instructions generally describe the type and extent of information, which should be provided in the quote. The quoter is expected to completely examine and analyze all aspects of the technical/business, past performance, and price areas to be addressed, and to include information in the quote, which will enable the evaluators to determine the quoter's understanding of the requirements.

Past Performance

Past performance information is used in determining the level of confidence the Government has for successful performance based upon the Offeror's actions under previously awarded, recent and relevant contracts. The offeror shall provide the following information which demonstrates the offeror through past performance an ability to perform the work described in the solicitation:

- A narrative synopsis that shall describe the Offeror's background, knowledge and experience related canine drug and bomb detections services inclusive of dog certifications. Of particular emphasis is performance that was executed with the same or similar scope, magnitude, and complexity as described in this solicitation.
- The Government recommends submission of at least three (3) recent and relevant contracts (commercial or government), but will evaluate up to five (5) submitted contract past performance information which demonstrates they have successfully executed contracts of similar scope, complexity, and magnitude within the past five (5) years. Recent contracts are defined as any contract under which any performance, delivery, or corrective action has occurred within the following time standards: five (5) years prior to this RFQ issuance date, regardless of the award date. The Offeror shall provide a Customer point of contact (Name, phone number, and/or e-mail address), total contract price, and a brief narrative for each contract reference.
- If an Offeror determines they have no past performance data, they shall provide the following statement in lieu of the information requested above: "(Insert Offeror's name) has determined that they possess no past performance information in accordance with the solicitation."

- The Government cannot verify or evaluate classified contracts.

(End of Provision)

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

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

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

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

Technical Requirements

To be technically acceptable:

Technical capability shall be established by submittal of information that clearly demonstrates that the quoter possesses the necessary qualifications to perform the work required listed in Section 7 and 8 of the PWS (Attachment 1).

Vendors will be evaluated based off having the proper certifications and technical experience stated in the PWS.

The quoter's phase-in approach will be evaluated to determine if the quoter's proposed approach meets the minimum requirements for phase-in in accordance with IAW PWS Section 8.

Past Performance Requirements

The Government will evaluate the quoter's Past Performance to determine acceptability of the quote in response to this solicitation. Past Performance will be evaluated on an acceptable/unacceptable basis and shall not be rated. The Government will also evaluate any past performance references of the same or similar service. In the context of acceptability/unacceptability, "unknown" shall be considered acceptable. The Government will utilize the Contractor Performance Assessment Reporting System (CPARS), Electronic Subcontract Reporting System (eSRS), Federal Awardee Performance and Integrity Information System (FAPIS), or other databases, as well as interviews with POC references, Program Managers/Customers, Contracting Officers, or Contracting Officer Representatives (CORs), data submitted by the Offeror as part of the Past Performance file, and any other information available to determine the quality and relevance of the Offeror's past performance.

Price

The proposed total price (the sum of the total amount for all CLINS) between quotes that are determined to be technically acceptable will be the determining factor in the selection of a quote for award. Price analysis shall not be conducted on quotes or quoters determined to be unacceptable for award. Government will perform a price analysis to determine the reasonableness of proposed price in accordance with FAR 15.404-1(b).

Award will be based on the overall lowest priced quote that meets or exceeds the acceptability standards for the non-cost factors. The Government may determine that an quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

Government to exercise the option(s).

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

(End of Provision)

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

Offerors must complete Representations and Certifications at 52.212-3 in the System for Award Management prior to submission or provide a completed copy with quote submission.

(End of Provision)

THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:

52.212-5 Contract Terms and Conditions Required to Implement Statutes Executive Orders –Commercial Items (DEC 2022)

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

(a) 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 items:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).
(i) 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)
52.219-28	Post Award Small Business Program Representation (Sep 2021) (15 U.S.C. 632(a)(2)).
52.222-3	Convict Labor (June 2003) (E.O. 11755).
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
52.222-21	Prohibition of Segregated Facilities (Apr 2015).
(i) 52.222-26	Equal Opportunity (Sep 2016) (E.O. 11246).
(i) 52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(i) 52.222-50	Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
52.232-33	Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
52.232-34	Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(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 items:

52.222-41	Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).
52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
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).
52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020) (E.O. 13658).
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE

FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services Alternate I

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

FAR 52.212-4 Addenda

FAR	52.202-1	Definitions
FAR	52.203-3	Gratuities
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
FAR	52.204-4	Printed or Copied Double Sided on Postconsumer Fiber Content Paper
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.204-13	System for Award Management Maintenance
FAR	52.204-18	Commercial and Government Entity Code Maintenance
FAR	52.204-19	Incorporation by Reference of Representations and Certifications
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
FAR	52.204-25	Prohibition against Certain Telecommunications and Video Surveillance Services or Equipment.
FAR	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
FAR	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR	52.211-17	Delivery of Excess Quantities
FAR	52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible under the WOSB program.
FAR	52.223-6	Drug-Free Workplace
FAR	52.223-10	Waste Reduction Program
FAR	52.232-8	Discounts for Prompt Payment
FAR	52.227-1	Authorization and Consent
FAR	52.232-8	Discounts for Prompt Payment
FAR	52.232-11	Extras
FAR	52.232-39	Unenforceability of Unauthorized Obligations
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors
FAR	52.233-1	Disputes
FAR	52.233-3	Protest after Award
FAR	52.233-4	Applicable Law for Breach of Contract Claim
FAR	52.237-2	Protection of Government Buildings, Equipment, and Vegetation
FAR	52.247-17	Government Delay of Work
FAR	52.247-34	F.o.b. Destination

FAR	52.253-1	Computer Generated Forms
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights
DFARS	252.203-7005	Representation Relating to Compensation of Former DoD Officials
DFARS	252.204-7000	Disclosure Of Information
DFARS	252.204-7003	Control of Government Personnel Work Product
DFARS	252.204-7004	DoD Antiterrorism Awareness Training for Contractors
DFARS	252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
DFARS	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
DFARS	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. (JAN 2021)
DFARS	252.204-7020	NIST SP 800-171 DoD Assessment Requirements
DFARS	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic
DFARS	252.223-7008	Prohibition of Hexavalent Chromium
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors
DFARS	252.225-7012	Preference for Certain Domestic Commodities
DFARS	252.225-7021	Trade Agreements
DFARS	252.225-7048	Export Controlled Items
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
DFARS	252.232-7010	Levies on Contract Payments
DFARS	252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration
DFARS	252.243-7001	Pricing of Contract Modifications
DFARS	252.244-7000	Subcontracts for Commercial Items
DFARS	252.247-7023	Transportation of Supplies by Sea

FAR 52.217-8 Option To Extend Services (DEC 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

(End of Clause)

FAR 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

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

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

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

(End of Clause)

DLAD Procurement Note L06 Agency Protests (DEC 2016)

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

(End of Procurement Note)

DFARS 252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of Clause)

DFARS 252.225-7013 Duty-Free Entry. (DEVIATION 2020-00019)

(a) Definitions. As used in this clause—

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

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

"Eligible product" means—

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

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

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

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

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

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

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

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

(c) The Contractor shall—

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government

under this contract, either as end items or components of end items; and

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

(i) Scrap or salvage; or

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

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies—

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

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

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

(1) Consign the shipments to the appropriate—

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

(ii) Military installation; and

(2) Include the following information:

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

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

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

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

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

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

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

(f) Preparation of customs forms.

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

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

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

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

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

(g) The Contractor shall—

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

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

(3) Mark on the exterior of all packages—

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

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

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

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

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

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

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

(5) Foreign supplier’s name and address;

(6) Number of the subcontract for foreign supplies;

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

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

(9) List of items purchased;

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

(i) Scrap or salvage; or

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

(11) Country of origin; and

(12) Scheduled delivery date(s).

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

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

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

(j) Subcontracts. The Contractor shall—

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

(i) Qualifying country components; or

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

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

(3) Include in applicable subcontracts—

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

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

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

(End of clause)

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions (Dec 2018)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer. INVOICE AS 2-IN-1

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP3300
Admin DoDAAC	SP3300
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	SP3222
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable

Other DoDAAC(s)	Not Applicable
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(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

ATTACHMENTS:

Attachment 1: DDSP K9 Detection PWS

Attachment 2: Schedule of Supplies

Attachment 3: Wage Determination

END OF COMBINED SYNOPSIS/SOLICITATION