

<b>REQUEST FOR QUOTATIONS</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 30 PAGES
1. REQUEST NO. SPE7L3-25-T-8737	2. DATE ISSUED 2025 MAR 04	3. REQUISITION/PURCHASE REQUEST NO. 7011114816	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C9
5. ISSUED BY DLA LAND AND MARITIME LAND SUPPLIER OPNS VEHICLE SPT PO BOX 3990 COLUMBUS OH 43218-3990 USA Name: DESTINY WHATLEY Buyer Code:PLCL64T Tel: 6146924023 Email: DESTINY.WHATLEY@DLA.MIL			6. DELIVER BY (Date) 157 DAYS ADO	
8. TO:			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION	
			a. NAME OF CONSIGNEE See Schedule	
			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) 2025 MAR 14		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (See Continuation Sheets)				

## POC INFORMATION:

WHEN TECHNICAL DATA IS PROVIDED IT MUST BE OBTAINED AT:<https://pcf1x.bsm.dla.mil/cfolders>. DISCREPANCIES FOUND IN TECHNICAL DATA SHOULD SUBMIT REQUEST TO THE DLA CUSTOMER SERVICE WEBSITE:<https://www.pdmd.dla.mil/cs/>

ALL OTHER QUESTIONS (SOLICITATION REQUIREMENTS, ITEM DESCRIPTION, AWARD CHOICE, ETC.), PLEASE CONTACT THE BUYER SHOWN ABOVE.

QUESTIONS REGARDING OPERATION OF THE DLA-BSM INTERNET BID BOARD SYSTEM SHOULD BE E-MAILED TO: [DibbsBSM@dlamail](mailto:DibbsBSM@dlamail)

FOR IMMEDIATE ASSISTANCE, PLEASE REFER TO THE FREQUENTLY ASKED QUESTIONS (FAQS) ON BSM DIBBS AT:  
<https://www.dibbs.bsm.dla.mil/Refs/help/DIBBSHelp.htm> OR PHONE 1-844-347-2457 (Press 5 then speak or enter D-L-A).

## MASTER SOLICITATION

THIS SOLICITATION INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE DLA MASTER SOLICITATION FOR AUTOMATED SIMPLIFIED ACQUISITIONS REVISION 99 (FEBRUARY 20, 2025) WHICH CAN BE FOUND ON THE WEB AT:  
[https://www.dla.mil/Portals/104/Documents/J7Acquisition/MasterSolicitation4ASAcqRev-99\\_February\\_20\\_2025.pdf](https://www.dla.mil/Portals/104/Documents/J7Acquisition/MasterSolicitation4ASAcqRev-99_February_20_2025.pdf)

This solicitation incorporates technical/quality requirements ('R' or 'I' number in section B). The full text is in the DLA Technical and Quality Master List of Requirements at:  
<http://www.dla.mil/HQ/Acquisition/Offers/eprocurement.aspx> The revision of the TQ Master in effect on the award date controls.

THE FULL TEXT OF THE FAR, DFARS, AND DLAD PROVISIONS, CLAUSES, AND PROCUREMENT NOTES CAN BE VIEWED AT THE FOLLOWING WEBSITES:

FAR: <https://www.acquisition.gov>, (this site is to be utilized for the FAR only; do not utilize for DFARS, DLAD, etc.)

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLA Master Solicitation, Technical/Quality Requirements, Procurement Notes, and DLAD: <https://www.dla.mil/Acquisition/Policy-and-Directives>

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
					NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. Date of Quotation
a. NAME OF QUOTER CAGE				16. SIGNER		b. TELEPHONE
b. STREET ADDRESS						
c. COUNTY						
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or Print)		AREA CODE	
					NUMBER	

**SECTION A**

THIS BUY MAY BE A CANDIDATE FOR AUTOMATED AWARD. HOWEVER, AUTOMATED SOLICITATIONS CONTAINING FIRST ARTICLE TEST REQUIREMENTS ARE NOT CANDIDATES FOR AN AUTOMATED AWARD. ALL QUOTES MUST BE SUBMITTED VIA THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT <https://www.dibbs.bsm.dla.mil>. MICRO-PURCHASE QUOTES MAY BE AWARDED PRIOR TO RETURN DATE.

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NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM 339991

Refer to the corresponding small business size standard

<http://www.sba.gov/content/table-small-business-size-standards>

However, the small business size standard for a concern that submits an offer but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition is 1) an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award; or 2) uses the HUBZone price evaluation preference to award to a HUBZone concern, unless the concern waived the evaluation preference.

DFARS 252.225-7001, BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, APPLIES TO ALL QUOTES ABOVE THE MICRO-PURCHASE THRESHOLD.

DESTINATION INSPECTION REQUIRED - FAR 52.246-1 APPLIES.

Fast Pay does not apply to this solicitation

Due to the volatility of demands, and frequent quantity changes on open purchase requests, offerors are highly encouraged to submit quantity ranges when quoting. If a PR is evaluated manually, quoting ranges provides the buyer the option to combine requirements or reduce the

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**SECTION A**

quantity as needed without resoliciting or adding any additional administrative burden for either party involved when making an award. This does not apply to Auto IDC.

If you anticipate quoting on a solicitation after the closing date, please submit a DIBBS quote with a bid type of "No Bid" and place an anticipated quote date or the reason you are not willing to quote. This does not prevent you from submitting an actual quote on DIBBS at a later date. It will overlay your previous no quote. This informs buyers of your intention to quote and prevents multiple calls for updates and cancelling of requirements assumed to be non-procurable due to no quotes/sources. The submission of an anticipated quote date does not preclude DLA from making an award to another acceptable timely offer.

APEX Accelerators, formally known as the Procurement Technical Assistance Program (PTAP), is designed to increase the number of U.S. businesses capable of bidding and performing on local, state, and federal government contracts. APEX Accelerators provide critical assistance to new and existing businesses interested government contracting to enhance the defense industrial base at no cost. Visit <https://www.apexaccelerators.us/#/> for more information.

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THE OFFEROR, BY SUBMISSION OF ITS QUOTATION, REPRESENTS IT WILL NOT PROVIDE COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES TO THE GOVERNMENT IN THE PERFORMANCE OF ANY AWARD RESULTING FROM THIS SOLICITATION, IN ACCORDANCE WITH PARAGRAPH (d) OF THE CLAUSE AT FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, OR IN ACCORDANCE WITH ITS EXISTING REPRESENTATION IN PARAGRAPH (c) OF THE PROVISION AT DFARS 252.204-7016, COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION.

Caution Notice: Offerors are required to comply with domestic material restrictions. The Berry Amendment, the Buy American Act, and other domestic material restrictions may apply. Offerors are instructed to

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SECTION A

refer to the solicitation clauses related to foreign sourcing for more information on applicability. The Berry Amendment threshold has been reduced to \$150,000 and vendors must carefully review related clauses DFARS 252.225-7006, 252.225-7012, and 252.225-7015 for applicability requirements. If your offer is based on a non-domestic material, you are required to provide disclosure information in your quote and/or through written notification to the point of contact listed in the solicitation.

DoD Class Deviation 2023-00001: A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212- 3(b) for the following categories:

- (A) Small business;
- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

Contractors shall not provide parts and supplies made using additive manufacturing (AM), unless AM is specifically authorized in the solicitation/contract. See procurement note L31.

Procurement History for NSN/FSC:007954087/5330

CAGE	Contract Number	Quantity	Unit Cost	AWD Date	Surplus Material
1SA02	SPE7LX24F41D4	48.000	62.13000	20240516	N
1SA02	SPE7LX24F153H	13.000	62.13000	20231215	N
1SA02	SPE7LX24F1850	28.000	62.13000	20231012	N
2U435	SPE5EM19V5743	200.000	31.38000	20190806	N
2U435	SPE5EM19V4924P00001	8.000	32.00000	20190606	N
12516	SPE5EY19F9066	45.000	48.73000	20190220	N
12516	SPE5EY19F8459	3.000	48.73000	20190215	N
12516	SPE5EY19F6731	7.000	48.73000	20190117	N

**SECTION A**

Procurement History for NSN/FSC:007954087/5330

CAGE	Contract Number	Quantity	Unit Cost	AWD Date	Surplus Material
12516	SPE5EY19F2790	8.000	48.73000	20181115	N
12516	SPE5EY19F1447	8.000	48.73000	20181019	N
12516	SPE5EY18F322S	9.000	48.73000	20180821	N
12516	SPE5EY18F175B	2.000	48.73000	20180615	N
12516	SPE5EY18F046S	18.000	48.73000	20180517	N
12516	SPE5EY18F6160	16.000	47.16000	20180212	N
12516	SPE5EN14D00070300	17.000	47.16000	20170521	N
12516	SPE5EN14D00070275	26.000	47.16000	20170306	N
12516	SPE5EN14D00070206	25.000	47.00000	20160824	N
12516	SPE5EN14D00070145	24.000	47.00000	20160417	N
7Z016	SPE5E015V0376	92.000	41.59000	20141031	N
83259	SPM5EM13M0028	100.000	40.00000	20121011	N

This solicitation is being issued under the First Destination Transportation (FDT) program to reduce cost of transportation through the use of Government-Arranged Transportation utilizing Government contracts and rates. Offers should be submitted based on FOB Origin. For offerors whose shipments will originate from outside the contiguous United States, the offeror's FOB Origin price shall include transportation to a contiguous United States location that the offeror selects based on cost effectiveness or other variables at the offeror's discretion. Additional information about FDT can be found at: <http://www.dla.mil/FDTPI/>

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## SECTION B

PR: 7011114816  
NSN/MATERIAL:5330007954087

ITEM DESCRIPTION  
GASKET

GASKET  
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:

<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.

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

RD003, COVERED DEFENSE INFORMATION POTENTIALLY APPLIES

MIL-STD-130N, 16 Nov 2012  
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

FEDERAL SUPPLY CLASSIFICATIONS 5330/5331 CONTAIN NATIONAL STOCK NUMBERS (NSN's) AND LOCAL STOCK NUMBERS (LSN's) THAT MAY DETERIORATE WHEN EXPOSED TO ULTRAVIOLET (UV) RAYS. THE CONTRACTUAL END ITEM SHALL BE PACKAGED AND SEALED IN A MEDIUM DUTY, WATERPROOF, GREASEPROOF, OPAQUE BAG IN ACCORDANCE WITH MIL-DTL-117, TYPE II, CLASS C, STYLE 1.

THIS REQUIREMENT APPLIES TO DIRECT VENDOR DELIVERY (DVD), FOREIGN MILITARY SALES (FMS) AND STOCK SHIPMENTS.

THIS ITEM IS IDENTIFIED AS A COMMERCIAL ITEM - (TO INCLUDE 'COMMERCIAL OF A TYPE')

"ITEMS SUPPLIED MUST BE FREE OF ASBESTOS. LISTED CODE AND PART NUMBERS CONTAINING ASBESTOS ARE NO LONGER ACCEPTABLE, AND ANY ALTERNATIVE ITEM/MATERIAL MUST BE APPROVED IN ACCORDANCE WITH CLAUSE L30 AND PROVISION 4 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

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.

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SECTION B

MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO(>,<)> OR COME IN DIRECT CONTACT WITH(>,<)> ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D).

NO DATA IS AVAILABLE. THE ALTERNATE OFFEROR IS REQUIRED TO PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

RS039: Shelf-life requirement RS001 for a TYPE I (CODE Y) item with a shelf life of 180 months (non-extendable) applies to this item.

SHELF LIFE  
ALL ITEMS WITH A SHELF-LIFE SHALL HAVE 85% (EIGHTY-FIVE PERCENT) OF THE STATED SHELF LIFE REMAINING AT TIME OF DELIVERY TO THE GOVERNMENT DEPOT. THIS ITEM SHALL HAVE 153 MONTHS OF SHELF LIFE REMAINING UPON DELIVERY TO THE GOVERNMENT DEPOT.

CRITICAL APPLICATION ITEM

PARKER-HANNIFIN CORPORATION 83259 P/N 023460  
NORTHROP GRUMMAN SYSTEMS CORPORATION 79U29 P/N 2-52924-53  
STILLMAN SEAL CORPORATION DBA 95272 P/N BA1528  
HUTCHINSON SEAL DE MEXICO STILLMAN SEAL SW461 P/N BA1528

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

[https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FApplications%2FLogDataAdmin%2FUnit\\_of\\_Issue\\_and\\_Purchase\\_Unit.xlsx&wdOrigin=BROWSELINK](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK)

CLIN	PR	PRLI	UI	QUANTITY	UNIT PRICE	TOTAL PRICE
0001	7011114816	0001	EA	58.000		

NSN/MATERIAL:5330007954087

DELIVERY (IN DAYS):0157

DELIVER FOB: ORIGIN

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E  
QUP:001 PRES MTHD:33 CLNG/DRY:1 PRESV MAT:00  
WRAP MAT:GB CUSH/DUNN MAT:JA CUSH/DUNN THKNESS:A  
UNIT CONT:BE OPI:M  
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA  
PACK CODE:U

SECTION B

PR: 7011114816 PRLI: 0001 CONT'D

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

FEDERAL SUPPLY CLASSIFICATIONS 5330/5331 CONTAIN NATIONAL STOCK NUMBERS (NSN's) AND LOCAL STOCK NUMBERS (LSN's) THAT MAY DETERIORATE WHEN EXPOSED TO ULTRAVIOLET (UV) RAYS. THE CONTRACTUAL END ITEM SHALL BE PACKAGED AND SEALED IN A MEDIUM DUTY, WATERPROOF, GREASEPROOF, OPAQUE BAG IN ACCORDANCE WITH MIL-DTL-117, TYPE II, CLASS C, STYLE 1.

THIS REQUIREMENT APPLIES TO DIRECT VENDOR DELIVERY (DVD), FOREIGN MILITARY SALES (FMS) AND STOCK SHIPMENTS.

IP025: PACKAGING, MARKING, AND SHIPPING OF HAZARDOUS MATERIALS

PARCEL POST ADDRESS:

W62G2T  
  
W1A8 DLA DIST SAN JOAQUIN  
25600 S CHRISMAN ROAD  
REC WHSE 57  
TRACY CA 95304-5000  
US

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

FREIGHT SHIPPING ADDRESS:

W62G2T  
  
W1A8 DLA DIST SAN JOAQUIN  
25600 S CHRISMAN ROAD  
REC WHSE 57  
TRACY CA 95304-5000  
US

Need Ship Date:08/19/2025  
Original Required Delivery Date:10/20/2025

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SECTION F - DELIVERIES OR PERFORMANCE

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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.

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)

SECTION I - CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (SEPT 2011) (DFARS)

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

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (DFARS)

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

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DFARS)

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

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) (DFARS)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) (DFARS)

As prescribed in 204.7304(e), use the following clause:

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

### (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 [webpmsmh@navy.mil](mailto:webpmsmh@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/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

(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](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](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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

### 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023) (DFARS)

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

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

### 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (DFARS)

### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) (DFARS)

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

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

(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.

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

(ii) For fixed price line items --

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

**When creating documents in WAWF, an invoice and receiving report are both required unless an exception at DFARS 232.7002 (a) applies. The invoice and receiving report may be submitted separately or together as a combo type document. See DFARS appendix F for detailed instructions on preparing the WAWF receiving report. \*\*\*NOTE: For contracts in accordance with fast payment procedures, if the customer does not have a registered acceptor in WAWF, submit an invoice only.**

*(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.

**N/A for supply contracts/submit an invoice 2in1 for service contracts**

*(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\*

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

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

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

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

(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.

**Contact the local contract administrator found in block 6 of the DD 1155**

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

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

(End of clause)

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

### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (DFARS)

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

### 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) (DFARS)

### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (OCT 2024) (DFARS)

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

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in [33 CFR 2.24](#).

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in [46 U.S.C. 116](#).

(b) If the transportation of supplies by sea is anticipated under this contract, the Contractor shall --

(1) Notify the Contracting Officer and Maritime Administration (MARAD) at [Cargo.Marad@dot.gov](mailto:Cargo.Marad@dot.gov) --

(i) Within 3 business days after contract award; or

(ii) Immediately prior to the shipment departure date necessary to meet delivery schedules, whichever is earlier; and

(2) Include in the notification --

(i) A statement of the Contractor's intent to transport supplies by sea;

(ii) The contract number; and

(iii) The task-order or delivery-order number, when applicable.

(c)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Other than commercial products; or

(B) Commercial products that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(d) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --

(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or

(2) U.S.-flag vessels are otherwise not available.

(e) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to the shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date(s) and required delivery date(s);

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

- (6) Prime contract number; and
- (7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
- (f) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and MARAD at [Cargo.Marad@dot.gov](mailto:Cargo.Marad@dot.gov), Attention: Military Team, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the carrier.
- (g) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

- (h) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (i) If the Contractor did not anticipate transporting any supplies by sea at the time of contract award and, therefore, did not provide the notification required by paragraph (b) of this clause, but prior to shipment of supplies, the Contractor learns that supplies will be transported by sea, the Contractor shall --
- (1) Provide the notification required by paragraph (b) of this clause to the Contracting Officer and MARAD as soon as it is known that supplies will be transported by sea; and
  - (2) Comply with all the terms and conditions of this clause.
- (j) *Subcontracts.* In the award of subcontracts, for the types of supplies described in paragraph (c)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (j), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
  - (2) The Contractor shall insert the substance of paragraphs (a) through (f) of this clause, and this paragraph (j), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (End of clause)

**252.247-7025 REFLAGGING OR REPAIR WORK (OCT 2024) (DFARS)**

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (FAR)**

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

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

**52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) (FAR)**

**52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (FAR)**

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025) (FAR)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
  - (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 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.]

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR [3.900\(a\)](#).
- \_\_\_ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).
- \_\_\_ (6) [Reserved].
- \_\_\_ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- \_\_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115 -390](#), title II).
- \_\_\_ (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ( [Pub. L. 115 -390](#), title II).
- \_\_\_ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- \_\_\_ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( [31 U.S.C. 6101 note](#)).
- \_\_\_ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).
- \_\_\_ (14) [Reserved].
- \_\_\_ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).
- \_\_\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (17) [Reserved]
- \_\_\_ (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_\_ (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Jan 2025) of [52.219-9](#).
- \_\_\_ (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_\_ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- \_\_\_ (24) [52.219-16](#), Liquidated Damages --Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
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- (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of [52.219-28](#).
- (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](#)(r)).
- (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637](#)(a)(17)).
- (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (32) [52.222-19](#), Child Labor --Cooperation with Authorities and Remedies (Jan 2025)( [E.O. 13126](#)).
- (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (34)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (36)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39)
- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (41)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (44) [52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (45) [52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).
- (46) [52.223-23](#), Sustainable Products and Services (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 76711](#)).
- (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) ( [5 U.S.C. 552](#) a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48)
- (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (Oct 2022) of [52.225-1](#).
- (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [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 (Jan 2025) of [52.225-3](#).
- (iv) Alternate III (Feb 2024) of [52.225-3](#).
- (v) Alternate IV (Oct 2022) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).
- (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 (Oct2018) ( [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).

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- (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
- (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (65)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- [Contracting Officer check as appropriate.]
- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and 41 U.S.C. chapter 67).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ( [49 U.S.C. 40118\(g\)](#)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).
- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
- (A) 52.204 -30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ( [Pub. L. 115 -390](#), title II).
- (B) Alternate I (Dec 2023) of 52.204 -30.
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with

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SECTION I - CONTRACT CLAUSES (CONTINUED)

paragraph (f) of FAR clause [52.222-40](#).  
(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).  
(xvi)  
(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).  
(B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).  
(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).  
(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).  
(xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [E.O. 12989](#)).  
(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).  
(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
(xxii)  
(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).  
(B) Alternate I (Jan 2017) of [52.224-3](#).  
(xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).  
(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).  
(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).  
(xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).  
(xxvii) [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)

52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024) (FAR)

\*\*\*  
(c) FAR 52.252-2, *Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
FAR: <https://www.acquisition.gov/?q=browsefar>  
DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>  
\*\*\*

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - ALTERNATE I (JUL 2014) (FAR)

Notice: The following term(s) of this clause are waived for this contract: \_\_\_\_\_ [List term(s)].

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) (FAR)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (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.

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

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.

(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)

### 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (FAR)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, \_\_\_\_\_\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (FAR)

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

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

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- 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (FAR)
- 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (FAR)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (FAR)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

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

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024) (DFARS)

As prescribed in 204.1202, use the following provision:  
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204 -8:  
(b)(1) If the provision at FAR 52.204 -7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.  
(2) If the provision at FAR 52.204 -7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:  
\_\_\_\_ (i) Paragraph (e) applies.  
\_\_\_\_ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.  
(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:  
(i) 252.204 -7016, Covered Defense Telecommunications Equipment or Services --Representation. Applies to all solicitations.  
(ii) 252.216 -7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.  
(iii) 252.225 -7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.  
(iv) 252.225 -7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.  
(v) 252.225 -7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.  
(vi) 252.229 -7012, Tax Exemptions (Italy) --Representation. Applies to solicitations when contract performance will be in Italy.  
(vii) 252.229 -7013, Tax Exemptions (Spain) --Representation. Applies to solicitations when contract performance will be in Spain.  
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]  
\_\_\_\_ (i) 252.209 -7002, Disclosure of Ownership or Control by a Foreign Government.  
\_\_\_\_ (ii) 252.225 -7000, Buy American --Balance of Payments Program Certificate.  
\_\_\_\_ (iii) 252.225 -7020, Trade Agreements Certificate.  
\_\_\_\_ Use with Alternate I.  
\_\_\_\_ (iv) 252.225 -7031, Secondary Arab Boycott of Israel.  
\_\_\_\_ (v) 252.225 -7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.  
\_\_\_\_ Use with Alternate I.  
\_\_\_\_ Use with Alternate II.  
\_\_\_\_ Use with Alternate III.  
\_\_\_\_ Use with Alternate IV.  
\_\_\_\_ Use with Alternate V.  
\_\_\_\_ (vi) 252.226 -7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.  
\_\_\_\_ (vii) 252.232 -7015, Performance-Based Payments --Representation.  
(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204 -8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

the SAM database.

(End of provision)

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

#### 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 (NOV 2023) (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/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

(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](mailto: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 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:

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (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](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)

## 252.239-7098 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) (DFARS)

### 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020) (FAR)

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

Commercial and Government Entity (CAGE) code means --

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

(b) 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

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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

(c) If the Offeror indicates "has" in paragraph (b) 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.

(d) If the Offeror indicates "yes" in paragraph (c) 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)

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

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 the provision at 52.204 -26, Covered Telecommunications Equipment or Services --Representation, or in paragraph (v) of the provision at 52.212 -3, Offeror Representations and Certifications - Commercial Items.

(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](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

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

(ii) For covered services --

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment --

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services --

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

(End of provision)

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

(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)

### 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- REPRESENTATION AND DISCLOSURES (DEC 2023) (FAR)

### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023) (FAR)

As prescribed in [4.1202\(a\)](#), insert the following provision:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is SEE SECTION A OF FORM SF18.

(2) (2) The small business size standard is SEE SECTION A OF FORM SF18.

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

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204 -7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204 -7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203 -2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-

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price contract with economic price adjustment is contemplated, unless --

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203 -11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203 -18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements -- Representation. This provision applies to all solicitations.
  - (iv) 52.204 -3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204 -7, System for Award Management.
  - (v) 52.204 -5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that --
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.204 -26, Covered Telecommunications Equipment or Services --Representation. This provision applies to all solicitations.
  - (vii) 52.209 -2, Prohibition on Contracting with Inverted Domestic Corporations --Representation.
  - (viii) 52.209 -5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (ix) 52.209 -11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
  - (x) 52.214 -14, Place of Performance --Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
  - (xi) 52.215 -6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
  - (xii) 52.219 -1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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).
    - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
    - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
    - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
  - (xiii) 52.219 -2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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).
  - (xiv) 52.222 -22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222 -26, Equal Opportunity.
  - (xv) 52.222 -25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222 -26, Equal Opportunity.
  - (xvi) 52.222 -38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
  - (xvii) 52.223 -1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223 -2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
  - (xviii) 52.223 -4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
  - (xix) 52.223 -22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals --Representation. This provision applies to solicitations that include the clause at 52.204 -7.)
  - (xx) 52.225 -2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225 -1.
  - (xxi) 52.225 -4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225 -3.
    - (A) If the acquisition value is less than \$50,000, the basic provision applies.
    - (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
    - (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
  - (xxii) 52.225 -6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225 -5.
  - (xxiii) 52.225 -20, Prohibition on Conducting Restricted Business Operations in Sudan --Certification. This provision applies to all solicitations.
  - (xxiv) 52.225 -25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran --Representation and Certifications. This provision applies to all solicitations.
  - (xxv) 52.226 -2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]**
- [ X ]** (i) 52.204-17, Ownership or Control of Offeror.
  - [ X ]** (ii) 52.204-20, Predecessor of Offeror.
  - [ X ]** (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA -Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

(End of provision)

### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) FAR (FEB 2024) (DFARS)

Insert the following deviation provision with its Alternate I in solicitations exceeding the micro-purchase threshold when the 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 this part in accordance with 19.000 (b)(1)(ii).

(a) Definitions. As used in this provision-

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 concern eligible under the WOSB Program.

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

(1) Means a small business concern-

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

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

and severe disability, the spouse or permanent caregiver of such veteran; or

(iii) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128.

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

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

(1) Effective January 1, 2024, is designated in the SBA Veteran Certification Small Business (VetCert) database at <https://veterans.certify.sba.gov> as certified by SBA in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA via SBA's VetCert database at <https://veterans.certify.sba.gov> on or before December 31, 2023.

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

Women-owned 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

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(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) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition --

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) 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) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer 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: \_\_\_\_\_.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer 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: \_\_\_\_\_.]

(6) 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.

(7) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] It ☐ is, ☐ is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 128.402. [ The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

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

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

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

### 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025) (FAR)

Insert the clause at [52.219-28](#), Postaward Small Business Program Rerepresentation, in solicitations and contracts exceeding the micro-purchase threshold when the 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 this part in accordance with [19.000\(b\)\(1\)\(ii\)](#).

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

*Small business concern* --

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

- (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 the size standard in paragraph (d) of this clause.
- (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.
- (b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts-
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) If the Contractor represented its status as any of the small business concerns identified at [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4) --
- (1) Set aside exclusively for a small business concern identified at [19.000\(a\)\(3\)](#) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract ( e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);
- (2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract ( e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);
- (3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract ( e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and
- (4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see [8.405-5\(b\)](#) and [19.301-2\(b\)\(2\)](#)).
- (d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.
- (e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it is, is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it is, is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through (c). [ The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.]
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that it is, is not a veteran-owned small business concern.

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [ *The Contractor shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_.* ]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause. ] The Contractor represents that --

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [ *The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_.* ] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[ Contractor to sign and date and insert authorized signer's name and title. \_\_\_\_\_ ]

(End of clause)

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

### 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) (FAR)

### 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) (FAR)

### 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020) (FAR)

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

Commercial and Government Entity (CAGE) code means --

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

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

### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) (FAR)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

\*\*\*SEE BLOCK 4 ON THE FORM SF18\*\*\*

(End of provision)

### 52.211-2 AVAILABILITY OF DEFENSE SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) WEBSITE (SEPT 2023) (FAR)

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

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

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

solicitation provision 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>

(End of provision)