

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET)

1. Block 8
Offer Due Date/Local Time: December 3, 2019 3:00 PM Eastern Standard Time

2. Block 9 (continued)

Address and Submit "mailed" offers to:

Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No: SPE5EY-19-R-0011
Opening/Closing Date and Time November 4, 2019/December 3, 2019 3:00 PM Eastern Standard Time

Address and Deliver "hand carried" offers, including delivery by commercial carrier, to:

DLA Troop Support
Business Opportunities Office
Building 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: SPE5EY-19-R-0011
Opening/Closing Date and Time October 30, 2019/December 3, 2019 3:00 PM Eastern Standard Time

Note: 1. All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

2. Examples of "hand carried" offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

3. Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office is located within a secure military installation. In order to gain access to the facility, an escort may be required. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort.

Note: THE RECOMMENDED STEPS CITED ABOVE ARE A SUGGESTION, IT IS NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE THAT THEIR COMPLETE OFFER IS RECEIVED ON TIME.

INITIAL OFFERS: (1) Submitting offers via DIBBS electronic upload is authorized for this solicitation. A notice with instructions to vendors has been posted to DIBBS. It is recommended that you send an E-mail to the buyer notifying them that an offer was submitted via DIBBS.
With regards to DIBBS, the following notes apply:

(a)The offer must be signed and completed in its entirety in accordance with the solicitation requirements. Do not select submit until all associated documents are added. No data will be saved unless the offer is submitted. Once submitted, documents may be added, but not removed.

(b)Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office by 3:00 p.m. Eastern Standard Time.

(c)If the ability to upload proposals is unavailable for any reason, this does not constitute an acceptable reason for a late proposal. In that case, one of the other acceptable submission methods must be utilized.

(2) E-mail Offers are NOT acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation.

(3) Facsimile offers are NOT authorized for this solicitation.

DISCUSSIONS/NEGOTIATIONS: As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal Revision(s).

3. Block 10: This acquisition is set-aside 100% for small business, NAICS code 332510, size standard 500.

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<p>4. Block 17a: Offeror's assigned Unique Entity Identifier (previously DUNS Number):_____.</p> <p>(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors-Commercial Items (paragraph j) for information on establishing a unique entity identifier.)</p> <p>Offeror's Assigned Contractor and Government Entity (CAGE) Code: _____.</p> <p>5. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>"AUTHORIZED NEGOTIATORS:</p> <p>The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.</p> <p>_____</p> <p>_____ "</p>		
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<p>OFFEROR CHECKLIST - DID YOU REMEMBER TO ?????</p> <p>[] Fill in Block 12 of 1449 providing your discount terms?</p> <p>[] Fill in Block 17a, of 1449?</p> <p>[] Fill in Block 17a. Continued, on page 4 to include Unique Entity Identifier (previously DUNS) number?</p> <p>[] Sign Block 30a, name in Block 30b, and date in Block 30c.?</p> <p>[] Complete the JCP Certification section on page 9 ensuring that both dealer and manufacturer are JCP certified for any offer on an Export Controlled item?</p> <p>[] Sign and return any/all amendments?</p> <p>[] Return one (1) COMPLETE & SIGNED copy of the solicitation?</p> <p>[] Fill out all certifications and representations in solicitation or submit a copy of your firm's Online Representations and Certifications Applications ("ORCA") Registration from System for Award Management ("SAM") website, to include completion of FAR 52.212-03, DFARS 252.247-7022, FAR 52.209-07, FAR 52.215-06, FAR 52.204-24 and Procurement Notes E06 and L02?</p> <p>[] Submit prices on the required pricing spreadsheet attachment, to include manufacturer's cage code, manufacturer's part number and offered delivery. Note required delivery can be found under "Time of Delivery - Ordering Office" on page 16.</p> <p>[] Complete and return a Surge Summary Sheet from WICAP if submitting an offer on Surge items?</p> <p>[] Ensure your offer is submitted either physically or electronically in accordance with the solicitation requirements by the date and time specified in Block 8 of 1449?</p> <p>CAUTION: The above checklist is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire Solicitation to ensure proper submission of all required information.</p>		
<p>CONTINUED ON NEXT PAGE</p>		

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<p>Caution Notice</p> <p>NOTICE: DEFENSE LOGISTICS ACQUISITION DIRECTIVE - DLAD REWRITE</p> <p>The Defense Logistics Acquisition Directive (DLAD) is undergoing a major rewrite, focusing on removal of duplicative and redundant regulations and unproductive requirements on Industry. DLAD parts 4, 9, 11, 23, 25, 27, 45 and 46 have changed significantly in terms of language, applicability of provisions and clauses, and the way in which information and requirements are contained in solicitations and awards.</p> <p>Information previously contained in DLAD provisions and clauses may now appear in either Procurement Notes or Technical and Quality Requirements. Procurement notes will contain instructions to offers and information on evaluation criteria, and will appear in the applicable uniform contract format (UCF) section of the solicitation or contract. Technical and Quality Requirements information will now appear in the Procurement Identification Description (PID).</p> <p>Procurement Notes and Technical and Quality Requirements will be incorporated by reference in solicitations and awards. Procurement Notes will be identified by their appropriate UCF letter followed by two numbers. Technical and Quality Requirements will be identified by a five-digit code, beginning with an I or R.</p> <p>Full text of all Procurement Notes may be found at: http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx (Defense Logistics Agency Directive (DLAD) Procurement Notes).</p> <p>Full text of Technical and Quality Requirements may be found at: http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx (Defense Logistics Agency (DLA) Technical and Quality Master List of Requirements).</p> <p>These links may also be found on the DIBBS website https://www.dibbs.bsm.dla.mil/, under the References section of the DIBBS Homepage.</p> <p>Questions concerning these changes may be sent to e-mail address: DLADrewrite@dlamail</p> <p>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</p> <p>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):</p> <ul style="list-style-type: none"> •FAR: https://www.acquisition.gov/far/index.html; •DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html •DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx <p>This acquisition is being processed under the authority of Federal Acquisition Regulations (FAR) Part 12 and Part 15. The Government reserves the right to cancel this solicitation. If this should occur, the Government is not liable for any solicitation preparation costs that offerors may incur in responding to this solicitation.</p> <p>NOTE: Be advised that a complete solicitation package is required. Missing information may render your solicitation non-responsive and ineligible for consideration.</p> <p>Defense Logistics Agency (DLA) Troop Support seeks to place various FSC 5340 Fully Competitive Brackets under long term contract(s) as a result of this solicitation.</p> <p>All items are grouped within the following Federal Stock Class (FSC): 5340. There are 194 items listed in the Price Evaluation List (PEL) of items in the attached spreadsheet that will be evaluated and awarded under this solicitation. Each item will be evaluated and awarded individually utilizing Trade-Off Procedures considering both Technical and Price Factors as detailed in the Addendum to 52.212-2. Offers submitted on an "all or none" basis will not be considered for award. For each item, the Government will make an award to the responsible offeror, whose offer meets or exceeds the terms and conditions set forth in the solicitation, and whose offer is the most advantageous to the Government. In addition, the Government has identified approximately 10,392 additional items that may be added to the resultant contract(s) after award.</p> <p>Each contract awarded as a result of this solicitation will have a base period of 2 years and 3 one-year option periods. Offerors must submit pricing for the 2-year base period on the attached spreadsheet. Economic Price Adjustments (EPA) will apply in accordance with Procurement Note C09 set forth in this solicitation. Buy American Act Certification applies.</p> <p>The annual estimated quantity for each item listed on the PEL is set forth on the attached spreadsheet. The estimated dollar value for the 2-year base period for all 194 items listed is \$5,032,280.80. The estimated quantities and dollar values are good faith estimates only based on information available to the Contracting Officer at the time of this solicitation, and do not constitute a guarantee that this volume or dollar value will actually be ordered under the resultant contract(s). Offerors should take any risk associated with these estimates into consideration when pricing proposals.</p> <p>The guaranteed minimum for the 2-year base period for each contract awarded under this solicitation will be 10% of the estimated dollar value for the base period for that contract. There will be a contract maximum dollar value of \$14,761,081.21 for all contracts awarded under this solicitation. Thus, the aggregate dollar value for all orders issued against any contract awarded under this solicitation cannot exceed this dollar value.</p> <p>All items must be delivered in 200 days or less. Inspection/Acceptance requirements will be noted on each delivery order. The Government envisions inspection/acceptance of items to be destination or source inspection. For items citing destination inspection, the Government reserves the right to invoke source inspection. All inspection requirements are listed on the pricing spreadsheet.</p>		
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<p>This acquisition is a 100% small business set-aside in accordance with FAR 52.219-6. Awards will only be made to offerors who meet this definition and who offer only end items manufactured or produced by small businesses in the United States or its possessions. If an offer is based on a small business joint venture, such joint venture must comply with the requirements of FAR 19.101(7)(i); 13 CFR 121.103; 13 CFR 124.520; and other applicable regulations.</p> <p>Attachments to the solicitation including but not limited to the Item Descriptions and a pricing spreadsheet can be found with the solicitation in DIBBS.</p> <p>Interested offerors should see the item description pages that are an attachment to this solicitation for a complete description and requirements per line item. Offerors are required to submit their offers according to the instructions in the solicitation. Provide a complete Pricing Proposal in writing in accordance with the Addendum to FAR 52.212-1 and FAR 52.212-2.</p> <p>Please provide pricing on the attached pricing spreadsheet and provide a paper copy with your proposal. Please ensure that you leave the line items that you are not pricing on the spreadsheet as a placeholder and leave blank or state "no offer". Do not delete any line items from the pricing spreadsheet! Do not make any changes to information already on the pricing spreadsheet, including resorting of NSNs. NSNs should remain in clin order as originally provided! Unit prices on the accompanying pricing spreadsheet shall be properly formatted to U.S. Currency and shall contain two (2) decimal places. For evaluation and award purposes, offers containing unit prices of more than two decimal places shall be rounded off to two decimal places.</p> <p>Note: Drawings are available and can be found in DIBBS in C folders.</p> <p>Packaging requirements: (see each item for specific requirements)</p> <ol style="list-style-type: none"> 1. Items requiring Standard Commercial Packaging in accordance with ASTM D 3951; 2. Items requiring Military Packaging in accordance with MIL-STD-2073; see specific requirements cited on item description pages; 3. Items requiring Packaging in accordance with Hazardous Materials Packaging Requirements and Applicable Labeling and Marking Requirements. See specific requirements cited on item description pages; 4. Items requiring Hazardous Warning Labels; 5. Quantity Unit Pack (QUP)-see item descriptions for QUP per line item. <p>THE FOLLOWING PARAGRAPH APPLIES TO ALL PACKAGING CALLED OUT IN THIS DOCUMENT:</p> <p>Markings Paragraph When ASTM D3951, Commercial Packaging is specified, the following apply: All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951. In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack. The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.</p> <p>SEE PACKAGING REQUIREMENTS FOR COMPLETE DETAILS PER LINE ITEM</p> <p>Note: Offerors must comply with the packaging and marking requirements cited on the item description pages of the solicitation. Failure to comply may result in the offeror being determined to be technically unacceptable.</p> <p>Any items that may contain hazardous material - the following clauses apply:</p> <p>FAR 52.223-3 -HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA DFARS 252.223-7001 HAZARD WARNING LABELS</p> <p>Offerors are required to: (1) adhere to the requirements cited in these clauses; (2) complete these clauses as required and provide Material Safety Data Sheets (MSDS) and hazardous warning labels (HWLS) to the Contracting Officer with their offer in accordance with clause requirements; and (3) successful awardee(s) will be required to provide required applicable information in accordance with hazardous material clauses per delivery order, as required, during the life of the contract. In addition, offerors/awardees are required to provide updated lists of hazardous material during the performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.</p> <p>Note: In accordance with FAR52.223-3, the offeror must list any hazardous material, if there are no hazardous materials, state "none". See hazardous material clauses for complete details.</p> <p>Surge Requirements: The following information pertains to any item that requires Surge now or in the future. Surge requirements are unanticipated demands for accelerated delivery of supplies or services within industrial capabilities during wartime, and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency. Offerors should refer to the Addendums to FAR 52.212-4, FAR 52.212-1, and 52.212-2 for clauses.</p> <p>Note: Items that require surge are cited on the Pricing Spreadsheet which is an attachment to this solicitation. The contractor is requested to complete the surge pricing (there is a column for surcharge) in the Capability Assessment Plan (CAP). Please only enter pricing for items if they are different than the pricing for the Annual Estimated Quantities.</p> <p>NOTICE TO OFFERORS: Refer to Surge Procurement Notes C06, L18, M07 and L19. Surge quantity may be ordered by the Government in accordance with Procurement Note C06. Offerors must submit a CAP in accordance with the instructions at Procurement Note L18. CAPs must be submitted electronically in accordance with Procurement Note L19. The CAP will be</p>		

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evaluated by the Surge Monitor in accordance with Procurement Note M07. A CAP must be approved prior to award. In addition to electronic filing, offerors are required to submit a printed copy of the CAP with their proposal. In addition, if there are any subsequent changes made to the terms and conditions of the offeror's CAP during negotiations, offerors are required to update their CAP record and re-submit a hardcopy and electronic submission with the agreed to changes.

Please be advised that the new Surge Link is <https://www.jccs.gov/wicap>

ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION

Supplier Performance Risk System (SPRS) (formerly Performance Information Retrieval System (PIRS)) applies to this solicitation. Please see Procurement Note L08 for further details.

In addition to information obtained from DLA Troop Support's records, e.g. SPRS, the offeror's performance may be obtained from Federal agencies other than DLA Troop Support, state and local government agencies, contracting officer experience on this contract and other contracts for the same or similar item(s), including current contracts, and any other Government sources having relevant information. The Government will consider the last 3 years of available data when evaluating past performance.

Producer Price Indexes: In accordance with Procurement Note C09, the following PPIs apply per FSC:

FSC 5340 = WPU1041-01 (Builders' Hardware)

The following applies to the ADDITION/DELETION OF ITEMS:

A. ADDS:

1.Additions by the Government:

If the Government makes several awards under this solicitation, new item(s) may be awarded if, after synopsis, no other vendors (other than those that have received an award under the solicitation) express an interest in supplying the additional items. Items added, if any, will be awarded on a competitive basis (as described below) amongst the awardees.

For items competed amongst contract holders after award, the solicitation will clearly state that basis for award and how offers will be evaluated. The Contracting Officer will select the awardee utilizing Tradeoff Source Selection procedures, considering price and past performance. The contracting officer will evaluate past performance and may consider the following sources of information: the Contractor's performance on delivery orders issued under this contract; Contracting Officer's knowledge of the contractor's performance on other contracts; the Supplier Performance Risk System (SPRS) scores; other Federal agencies, state and local government agencies; and any other independent sources having relevant information. The Government will consider the last 3 years of available data when evaluating past performance.

2.Administration of Additions:

Prices for Item(s) to be added to the contract shall be incorporated into the contract(s) via Supplemental Agreement.

B. Deletions:

1.Deletions by the Government:

During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to a change in demand patterns, obsolescence, item substitution or because they no longer have application.

2.Deletions Recommended by the Contractor:

During any period of performance under the contract(s) resulting from this solicitation, the Contractor may notify the Contracting Officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form or function and interchangeability requirements of the obsolete, unavailable, out of production, or superseded item. If an obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If the Contracting Officer agrees to remove any item(s) from the contract, any such removal of an item(s) of supply shall be a cancellation with no cost to either party.

Note: Export Control is included if applicable to any PEL or for future add items. Export Control for PEL items is identified on the attached Pricing spreadsheet as well as the PIDS.

For the Export Control items, the following applies in accordance with JCP STO CS001:

- This item has technical data some or all of which is subject to export-control of either the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR) and cannot be exported without the authorization of either the Department of State or the Department of Commerce prior to export. Export includes disclosure of technical data to foreign nationals whether located in the United States or abroad. This requirement applies equally to foreign national employees or U.S. companies and their foreign subsidiaries
- DLA has enhanced its Joint Certification Program (JCP) registration and validation procedures. Selected National Stock Numbers (NSNs) will require additional permissions to access the associated technical data. In the event a vendor cannot access the technical data for a NSN in DLA cFolders, the vendor must submit a onetime request to jcpvalidation@dlamail for technical data access consideration. If a vendor has inquiries after having submitted required information to the JCP office, these inquiries are to be directed to DLAJ344DataCustodian@dlamail.

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•DLA processes the vendor's technical data request on a first come, first served basis. Failure to comply timely with required information may result in lack of consideration for DLA solicitations. It is vitally important that vendors provide correct company official name(s) and contact information in all correspondence. DLA will work diligently on validating vendor requests. Vendors will be notified within 3 business days of when their requests were approved. However, DLA cannot guarantee that it can complete all validation requests by the due date for any solicitation responses.

Enhanced clearance/validation is required for both dealer and manufacturer. In order to be considered for Export Control items, both dealer and manufacturer must be certified prior to award. If already certified, please provide JCP numbers below. The JCP website is located at <https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx>

NOTE: If you do not wish to be considered for Export Control items, place NA below.

DEALER JCP CERTIFICATION NUMBER: _____
EXPIRATION DATE: _____

MANUFACTURER JCP CERTIFICATION NUMBER: _____
EXPIRATION DATE: _____

SCHEDULE OF SUPPLIES

PR # 1000081199
NSN: Various-see attached listing
Nomenclature: FSC 5340 Fully Competitive Brackets

Item Descriptions: As stated in the Caution Notice, item descriptions are an attachment to this solicitation and can be found on DIBBS.

Note: Specific requirements and provisions that are applicable to the NSNs on this solicitation are set forth under "Tables". The number and full text of these tables are described on the item description attachment pages on DIBBS. All tables do not apply to each and every NSN. See individual NSNs for the list of applicable tables.

Destination: Delivery shall be to any destination within the Contiguous United States and the District of Columbia, excluding Alaska and Hawaii. Pricing for all items must be FOB Destination. All contracts will be FOB Destination and all items supported will be for stock. All deliveries will be packaged, marked and bar coded in accordance with the specifications of the solicitation. Commercial packaging must be adequate to ensure that all supplies are delivered without damage and to withstand normal government storage without degradation of the items furnished. The applicable Warranty provisions are provided at FAR 52.212-4 Contract Terms and Conditions-Commercial Items.

THE FOLLOWING CLAUSES ARE INCLUDED IN THE SOLICITATION, BUT THESE NOTES APPLY:

FAR 52.247-48 required only on items where Source Inspection is required or invoked
DFARS 252.246-7003 required only if an item is identified as or becomes a Critical Safety Item
DFARS 252.209-7010 required only if an item is identified as or becomes a Critical Safety Item
FAR 52.246-11 applies to items if they are revised to require higher level contract quality requirements or if add items contain this requirement.

THE FOLLOWING PROCUREMENT NOTES ARE INCLUDED IN THE SOLICITATION, BUT THESE NOTES APPLY:

E05 required only on items where Product Verification Testing (PVT) is required or invoked
E06 required only on items where Source Inspection is required or invoked
H04 required only if an item is or becomes a Critical Safety Item (CSI)

Solicitation Provisions

Addendum FAR 52.212-1 (DEVIATION 2018-00018):
The following paragraphs of 52.212-1(Deviation 2018-00018) are amended as indicated below:

- Paragraph (b), Submission of offers.
 - Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. [X] Facsimile offers are NOT authorized for this solicitation. [] Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.
- Paragraph (c), Period for acceptance of offers.

Change "30 calendar days" to read "120 calendar days".
- Paragraph (e), Multiple offers.

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<p>Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.</p> <p>4. Paragraph (g), Contract Award.</p> <p>If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.</p> <p>5. Paragraph (h), Multiple awards.</p> <p>The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified.</p> <p>1. INSTRUCTIONS TO OFFERORS FOR PROPOSAL INFORMATION:</p> <p>Offerors are required to submit the pricing information on the attached pricing spreadsheet with their Proposal. Separate Option Year pricing will not be accepted. If the option is exercised, option pricing will be determined in accordance with Procurement Note C09 Economic Price Adjustment Department of Labor Price Index IAW WPU1041-01. Also, please ensure that you leave the line items that you are not pricing on the spreadsheet as a placeholder and leave blank or state "no offer". DO NOT delete these line items from your pricing spreadsheet! Unit prices on the accompanying pricing spreadsheet shall be properly formatted to U.S. Currency and shall contain two (2) decimal places. For evaluation and award purposes, offer containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:</p> <p>\$0.10 to \$0.104 = \$0.10 \$0.105 to \$0.109 = \$0.11 \$0.111 to \$0.114 = \$0.11 \$0.115 to \$0.119 = \$0.12, etc</p> <p>Attachments to the solicitation (Item Descriptions along with packaging information, table explanations, a pricing spreadsheet and surge requirements) can be found within the solicitation in DIBBS. Open the solicitation and look at the lower left hand side (a paperclip) for attachments. FAILURE TO PROVIDE YOUR PRICING PROPOSAL IN ACCORDANCE WITH SOLICITATION REQUIREMENTS MAY RENDER YOUR OFFER UNACCEPTABLE. A SIGNED and COMPLETED solicitation must accompany the Pricing Proposal IN ITS ENTIRETY, as well as, any amendments. MAKE SURE THAT ALL CLAUSES THAT REQUIRE A RESPONSE ARE COMPLETED.</p> <p>The offeror shall also provide the completed SF1449, applicable clause fill-ins including FAR 2.212-3 (Offeror Representations and Certifications), and their Surge and Sustainment Capability Assessment Plan (CAP). Offerors shall state if some or all of their clause representations and certifications are available in SAM.GOV and shall ensure that any additional required representations or information applicable to this solicitation is provided.</p> <p>52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)</p> <p>(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:</p> <p>Past Performance</p> <p>Factor I: Past Performance Confidence Assessment (including Quality and Delivery)</p> <p>Sub-factor 1a: Recency Sub-factor 1b: Relevancy</p> <p>The sub-factors under Factor 1 are of equal importance.</p> <p>Technical and past performance, when combined are significantly more important than price - See Addendum 52.212-02.</p> <p>(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option (s).</p> <p>(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.</p> <p>ADDENDUM to FAR 52.212-2 - EVALUATION: Evaluation Procedures</p> <p>(1)Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Technical and Pricing Evaluation as described in paragraph (2) below. The Technical evaluation consists of an offeror's past performance, which is an indication of the level of performance the Agency can expect. Unless an award(s) is/are made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised proposals and "final proposal revisions" resulting from discussions will</p>		

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undergo further Technical and Pricing evaluations. Those proposals which are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in FAR 52.212-2, "EVALUATION - COMMERCIAL ITEMS", will be selected for award. An Offeror's failure to provide complete and accurate information required by this provision may result in negative ratings or the rejection of the offer. Furthermore, Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001. Awards will be made to the responsible contractor(s) whose proposal(s) is/are the most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in Clause 52.212-2, "EVALUATION - COMMERCIAL ITEMS."

(2)Evaluation Process

Surge - An initial evaluation of Surge will be conducted. Offerors must submit a CAP in accordance with the instructions at Procurement Note L18. CAPs must be submitted electronically in accordance with Procurement Note L19. The CAP will be evaluated by the Surge Monitor in accordance with Procurement Note M07. The CAP must be deemed acceptable in order for the offeror to move on in the evaluation process of the applicable surge items. Offerors will, however, be able to move on in the evaluation process for any non-surge items for which they submitted an offer. Note: The requirement for a CAP applies only if an offeror elects to submit pricing on an item that requires surge.

Past performance is an indicator of an Offeror's ability to perform satisfactorily on future awards. When used in best value source selections, past performance information, to include both delivery and quality, will be evaluated based upon recent and relevant past performance information in order to determine the level of confidence for each offeror from which offers were received. The Defense Logistics Agency (DLA) will evaluate offerors' past performance which, in accordance with FAR 15.305(a)(2), shall consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance. DLA may utilize past performance information from various systems, including but not limited to those listed here.

EVALUATION FACTORS:

I. Past Performance Evaluation:

a. The Government anticipates awarding contract(s) resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be the most advantageous to the Government, price and other factors considered. This process allows for a tradeoff between non-cost factors and cost/price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award. Past Performance, to include both delivery and quality, will be evaluated utilizing the Supplier Performance Risk System (SPRS) (formerly Past Performance Information Retrieval System (PPIRS)) as detailed in Procurement Note L08. If the Offeror chooses to submit additional past performance information in accordance with FAR 52.212-1(b)(10), the Government will take such information into account in assessing past performance, in accordance with FAR 15.305(a)(2)(ii). The source selection authority shall determine the relevance of similar past performance information. The Government will consider the last 3 years of available data when evaluating past performance. The source selection authority may consider the volume of business as a measure of confidence and indication of performance risk. NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. Contractors will be given the chance to address any negative performance history.

II. Pricing Evaluation:

a. Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested with initial proposals or during discussions, in accordance with FAR Subpart 15.4.

b. The Government will evaluate the successful offeror's proposal to determine price reasonableness.

The contracting officer will evaluate surge pricing for the surge quantity in accordance with FAR 15.404-1 to determine price reasonableness. If proposed surge prices are higher than the peacetime prices, the Government reserves the right to request information other than cost or pricing data, or, if applicable, certified cost or pricing data to determine price reasonableness.

A breakdown of the costs attributable specifically to surge may be requested. Should surge items be awarded and surge is invoked, the total estimated contract price will include the surge Monthly Wartime Rate (MWR) multiplied by the offered unit price for each surge line item.

Note: 52.212-4, Contract Terms and Conditions-Commercial Items (OCT 2018) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to FAR 52.212-4:

The following paragraph(s) of 52.212-4 are amended/added as indicated below:

1. Paragraph (s), Order of Precedence is revised to add the following:
(10) Contractor's proposal.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

Paragraph	Additional Language
[x] (a)	FAR 52.246-2, Inspection of Supplies - Fixed Price, is hereby included in this contract and takes precedence over FAR 52.212-4(a).(applies if source inspection is required

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<p>or invoked)</p> <p>52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019)</p> <p>(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 items:</p> <p>(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)).</p> <p>(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).</p> <p>(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).</p> <p>(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)</p> <p>(5) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).</p> <p>(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).</p> <p>(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 items:</p> <p>_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).</p> <p>_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).</p> <p>___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)</p> <p>_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).</p> <p>___ (5) [Reserved].</p> <p>___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);</p> <p>___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);</p> <p>_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (31 U.S.C. 6101 note).</p> <p>_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).</p> <p>___ (10) [Reserved].</p> <p>___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).</p> <p>___ (ii) Alternate I (NOV 2011) of 52.219-3.</p> <p>___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (APR 2019) (DEVIATION 2019-00003) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).</p> <p>___ (ii) Alternate I (JAN 2011) of 52.219-4.</p> <p>___ (13) [Reserved]</p> <p>___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (NOV 2011)</p> <p>___ (iii) Alternate II (NOV 2011)</p> <p>___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (OCT 1995) of 52.219-7</p> <p>___ (iii) Alternate II (MAR 2004) of 52.219-7</p> <p>_X_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).</p> <p>___ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637 (d)(4)).</p> <p>___ (ii) Alternate I (NOV 2016) of 52.219-9</p> <p>___ (iii) Alternate II (NOV 2016) of 52.219-9</p> <p>___ (iv) Alternate III (JAN 2017) of 52.219-9</p> <p>___ (v) Alternate IV (AUG 2018) of 52.219-9</p> <p>_X_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).</p> <p>___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).</p> <p>___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p>___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).</p> <p>_X_ (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).</p> <p>___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (DEC 2015) (15 U.S.C. 637(m)).</p> <p>___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (DEC 2015) (15 U.S.C. 637(m)).</p> <p>_X_ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).</p> <p>_X_ (26) 52.222-19, Child Labor-Cooperation with Authorities and</p>		
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Remedies (OCT 2019) (E.O. 13126). _X_ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015). _X_ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246). (ii) Alternate I (FEB 1911) of 53.333-26. _X_ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212). (ii) Alternate I (JULY 2014) of 53.333-35 _X_ (30)(i) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793). (ii) Alternate I (JULY 2014) of 53.333-36 _X_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212). _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). _X_ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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). _X_ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) ___ (35) (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.) ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693). ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). ___ (38)(i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514) (ii) Alternate I (Oct 2015) of 52.223-13. ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-14. ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693). ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696). ___ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a). (ii) Alternate I (JAN 2017) of 52.224-3. ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83). ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). (ii) Alternate I (May 2014) of 52.225-3. (iii) Alternate II (May 2014) of 52.225-3. (iv) Alternate III (May 2014) of 52.225-3. ___ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). _X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). ___ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). _X_ (55) 52.232-33, Payment by Electronic Funds Transfer- System for Award Management (OCT 2018) (31 U.S.C. 3332). ___ (56) 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). ___ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)). ___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (APR 2003) of 52.247-64.		
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<p>(iii) Alternate II (FEB 2006) of 52.247-64</p> <p>(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]</p> <p>(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)</p> <p>(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).</p> <p>(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p>(4) 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).</p> <p>(5) 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).</p> <p>(6) 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).</p> <p>(7) 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).</p> <p>(8) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).</p> <p>(9) 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).</p> <p>(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).</p> <p>(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, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).</p> <p>(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).</p> <p>(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.</p> <p>(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p>(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).</p> <p>(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).</p> <p>(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p> <p>(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).</p> <p>(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).</p> <p>(xii) (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).</p> <p>(xiii) 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.)</p> <p>(xiv) 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)</p> <p>(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).</p> <p>(xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).</p> <p>(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).</p> <p>(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).</p> <p>(B) Alternate I (JAN 2017) of 52.224-3.</p> <p>(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p>		

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<p>(End of Clause)</p> <p>ADDITIONAL INFORMATION ON Procurement Note C09 Economic Price Adjustment:</p> <p>Re: Additional Information on Item (b)(2) - "Base Index":</p> <p>"Base Index" - For a contract year other than the first contract year, the "base index" will be the final adjusting price index cited in item (b)(3) of Procurement Note C09 from the immediately preceding contract year.</p> <p>Re: Additional Information on Item (b)(4) - "Base Unit Price":</p> <p>"Base unit price" for the first contract year is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause. For subsequent contract years, the base unit price is the contract unit price applicable to a quantity of a contract line item at the end of the immediately preceding contract year, which may include adjustments pursuant to this clause.</p> <p>Re: Additional Information on Item (c) (1) - Adjustments:</p> <p>Adjustments shall be performed at the end of the contract base period, and at the time of exercise of each option term as appropriate. Adjustments may be made after 12 months within the two-year base if conditions warrant. Adjustments will apply to items that have been on contract for at least 6 months, and have not had a prior EPA adjustment within the last six months.</p> <p>FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-00003) (DEC 2018)</p> <p>(a) Definition. "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.</p> <p>(b) Applicability. This clause applies only to-</p> <p>(1) Contracts that have been totally set aside or reserved for small business concerns; and</p> <p>(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).</p> <p>(c) General.</p> <p>(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.</p> <p>(2) Any award resulting from this solicitation will be made to a small business concern.</p> <p>(d) Agreement.</p> <p>(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any domestic firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall-</p> <p>(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;</p> <p>(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and</p> <p>(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.</p> <p>(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.</p> <p>(End of clause)</p> <p>FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-00003) (DEC 2018)</p> <p>(a) This clause does not apply to the unrestricted portion of a partial set-aside.</p> <p>(b) Definition. As used in this clause-</p> <p>"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone setaside or sole source award under the HUBZone Program.</p> <p>(c) Applicability. This clause applies only to-</p> <p>(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;</p> <p>(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and</p> <p>(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).</p> <p>(d) Independent contractors. An independent contractor shall be considered a subcontractor.</p> <p>(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for-</p> <p>(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;</p> <p>(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;</p> <p>(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or</p>		

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(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

Notes:

List of Documents, Exhibits, and Other Attachments.

(a)This solicitation / award consists of the following documents, exhibits, and other attachments:

1. Item Descriptions

2. Pricing Spreadsheet

Contract and Delivery Order Limitations.

Delivery orders will specify delivery no less than 200 days from the date of order. Changes or cancellations to delivery orders may be made by giving the Contractor notice no less than 7 days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

Maximum contract limitation. The maximum dollar value that may be ordered against this contract is \$14,761,081.21.

Guaranteed minimum.

(1) The Government guarantees that it will order under this contract at least 10% of the value of the base period for that particular contract.

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government’s obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

Additional Ordering Limitation

(a) The Government shall not be required to order under this contract any quantity of an item of supply, of which the Contractor has failed to make timely delivery on:

(1) a previous order issued under this contract, or

(2) on a contract or order separate and apart from this contract, unless the Contracting Officer determines that the failure to make timely delivery under the previous delivery order, or other contract or order, was due to causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause entitled "Default."

(b) The Government may exercise its right under this clause until such time as the Contractor cures its late delivery status with respect to the item of supply, or until the delivery order, contract or order separate from this contract is terminated or otherwise placed in a current or timely status. This provision shall not be construed as a waiver by the Government of its right of termination by default or any other of its rights contained in the contract.

Delivery Terms And Evaluation.

(a) Quotes/offers in response to this solicitation will be evaluated as specified in the solicitation.

(b) Delivery shall be quoted/offered in terms of a number of days after date of order (ADO). The number of delivery days requested in this solicitation is calculated based on the Government’s planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, quoters/offerors are encouraged to conform their delivery terms as closely as possible to the delivery days requested. If delivery is not identified as an evaluation factor, there will be no evaluation preference, or penalty, for quotes/offers of fewer delivery days than the number of delivery days requested by the Government. Quoting/offering a greater number of delivery days than requested may result in the quote/offer not being considered.

Time of Delivery - Ordering Office.

Material ordered under the terms of this Contract shall be delivered within 200 days after the date of the order. Notwithstanding any other provisions or clauses of this Contract, no deliveries shall be made prior to issuance of the delivery order on Department of Defense (DD) Form 1155.

Non-Acceptability of Government Surplus Material

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services, by Contractors authorized by DLA Disposition Services, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Government has determined that offers of surplus material will not be considered for this acquisition.

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Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ FAR 52.203-3, Gratuities (APR 1984)
- ☐ FAR 52.204-7 System for Award Management (OCT 2018)
- ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (OCT 2016)
- ☒ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
- ☒ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- ☐ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
- ☒ DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting; (OCT 2016)
- ☐ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)
- ☐ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
- ☒ DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
- ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
- ☐ DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2016)
- ☐ DFARS 252.211-7006, Passive Radio Frequency Identification (MAR 2018)
- ☐ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
- ☐ DFARS 252.212-7002, Pilot Program for Acquisition of Military-Purpose Nondevelopmental Items (JUN 2016)
- ☐ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation (JUL 2012)
- ☐ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data--Modifications--Canadian Commercial Corporation (OCT 2013)
- ☐ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
- ☒ DFARS 252.215-7008, Only One Offer (JUN 2019)
- ☐ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) - Basic (MAY 2019)
- ☐ Alternate I (MAY 2019) of 252.219-7003 (DEC 2018)
- ☐ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (MAY 2019)
- ☒ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
- ☒ DFARS 252.225-7000, Buy American--Balance of Payments Program Certificate (NOV 2014)
- ☐ Alternate I (NOV 2014) of 252.225-7000
- ☒ DFARS 252.225-7001, Buy American and Balance of Payments Program (OCT 2019)
- ☐ Alternate I (DEC 2017) of 252.225-7001
- ☐ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
- ☒ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2014)
- ☐ DFARS 252.225-7010, Commercial Derivative Military Article--Specialty Metals Compliance Certificate (JUL 2009)
- ☐ DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)
- ☐ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
- ☐ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
- ☐ DFARS 252.225-7017, Photovoltaic Devices (DEC 2018)
- ☐ DFARS 252.225-7018, Photovoltaic Devices--Certificate (DEC 2018)
- ☐ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
- ☐ Alternate I (NOV 2014) of 252.225-7020
- ☐ DFARS 252.225-7021, Trade Agreements (SEP 2019)
- ☐ Alternate II (SEP 2019) of 252.225-7021
- ☐ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
- ☐ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
- ☐ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
- ☐ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
- ☐ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
- ☐ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
- ☒ DFARS 252.225-7031, Secondary Arab Boycott of Israel (FEB 2015)
- ☐ DFARS 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate (NOV 2014)
- ☐ Alternate I (NOV 2014) of 252.225-7035
- ☐ Alternate II (NOV 2014) of 252.225-7035
- ☐ Alternate III (JUN 2014) of 252.225-7035
- ☐ Alternate IV (NOV 2014) of 252.225-7035
- ☐ Alternate V (NOV 2014) of 252.225-7035
- ☐ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2017)
- ☐ Alternate I (DEC 2017) of 252.225-7036
- ☐ Alternate II (DEC 2017) of 252.225-7036
- ☐ Alternate III (DEC 2017) of 252.225-7036
- ☐ Alternate IV (DEC 2017) of 252.225-7036
- ☐ Alternate V (DEC 2017) of 252.225-7036
- ☐ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (AUG 2015)
- ☐ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
- ☒ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
- ☐ DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
- ☐ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
- ☐ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016),

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<p> _X_ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018) _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018) _X_ DFARS 252.232-7010, Levies on Contract Payments (MAY 2015) _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013) _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013) _____ DFARS 252.239-7017, Notice of Supply Chain Risk (FEB 2019) _____ DFARS 252.239-7018, Supply Chain Risk (FEB 2019) _X_ DFARS 252.243-7002, Requests for Equitable Adjustment (JUN 2015) _X_ DFARS 252.244-7000, Subcontracts for Commercial Items (JUL 2015) _X_ DFARS 252.246-7003, Notification of Potential Safety Issues (AUG 2015) _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013) _____ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992) _X_ DFARS 252.247-7023, Transportation of Supplies by Sea (FEB 2019). _____ Alternate I (FEB 2019) of 252.247-7023. _____ Alternate II (FEB 2019) of 252.247-7023 _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005) _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008) _____ DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018) _____ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012) In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014) DFARS 252.227-7015, Technical Data - Commercial Items (FEB 2014) DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016) DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013) DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013) DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014) </p>		
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Form

TECHNICAL REQUIREMENTS

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

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

Part 12 Clauses

CLAUSES ADDED TO PART 12 BY ADDENDUM

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

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

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

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

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR

As prescribed in 4.2004, insert the following clause:

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

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

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

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

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Part 12 Clauses (CONTINUED)

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

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

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

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

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

(End of clause)

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 (OCT 2016) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

L02 ELECTRONIC ORDER TRANSMISSION (SEP 2016)

Offerors shall identify one of the following alternatives for paperless order transmission:

- [] American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).
- [] Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Email notification requires registration on the DLA internet bid board system (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/>.

If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the award transaction set is received on a weekend or Federal holiday, the acknowledgement must be received on the next working day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Note: Information regarding EDI, ANSI X12 transactions, and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

Questions concerning electronic ordering should be directed to the appropriate procuring organization point of contact below:

DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dlamail

DLA Troop Support, dlaedigroup@dlamail

DLA Aviation, avnprocsysproceddiv@dlamail, phone # 804-279-4026

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) DFARS

As prescribed in 209.270-5, use the following clause:

(a) Definitions.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause --

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Part 12 Clauses (CONTINUED)

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

“Design control activity” means --

- (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and
- (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

“Ship critical safety item” means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause --

- (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
- (ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

applies only if an item is identified as a CSI

(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

As prescribed in [11.703\(a\)](#), insert the following clause:

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0 Percent increase [Contracting Officer insert percentage]

5 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to **all items**.*

(End of clause)

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

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

As prescribed in [211.273-4](#), use the following clause:

(a) *Definition*. “SPI process,” as used in this clause, means a management or manufacturing process that has been accepted previously by

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the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (DEVIATION 2018-O0018) (OCT 2018) FAR

a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

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(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror

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specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to --

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

(iii) ASSISTdocs.com (<http://assistdocs.com>).

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.)

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018) DFARS

As prescribed in 211.275-3, use the following clause:

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information

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relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I - Packaged operational rations.
- (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV - Construction and barrier materials.
- (E) Class VI - Personal demand items (non-military sales items).
- (F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of

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excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

H04 SOURCING FOR CRITICAL SAFETY ITEMS (SEP 2016)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)

C02 MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR

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52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **50% of the AEQ** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of **100% of the AEQ** [insert dollar figure or quantity];
 - (2) Any order for a combination of items in excess of **N/A** [insert dollar figure or quantity]; or
 - (3) A series of orders from the same ordering office within **60** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **330 days after the termination of the last ordering period of the contracts** [insert date].

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

As prescribed in [216.506\(a\)](#), use the following clause:

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **the effective date of the contract** through **exactly 2 years after the effective base term or one year from any potential option term** [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the

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mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

C14 REPACKAGING OR RELABELING TO CORRECT DEFICIENCIES (AUG 2017)

L27 ADDITION AND DELETION OF ITEMS (AUG 2017)

C09 ECONOMIC PRICE ADJUSTMENT - DEPARTMENT OF LABOR PRICE INDEX (AUG 2017)

(a) Warranties. The contractor warrants that--

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause -

(1) "*Index*" for the purpose of price adjustment under this clause shall be the Producer Price Index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): **WPU1041-01** (contracting officer fill-in) **Builders' Hardware**; or the Employment Cost Index(es) reported in the quarterly publication entitled, "Employment Cost Indexes," published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s): (contracting officer fill-in) .

(2) "*Base index*" is the arithmetic average of the final version of the indexes published for the **two (2)** months, or quarters for ECI, preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) "*Adjusting index*" shall be the arithmetic average of the [**X**] first published or [] final version of the index for the months, or quarters for ECI, prior to the month in which the adjusting contract modification is effective.

(4) "*Base unit price*" is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.

(5) "*Adjustment period*" is the period during which a particular adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.

(c) Adjustments. Prior to the end of each adjustment period, the contracting officer shall calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the contracting officer and will show the base index, the adjusting index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base index and the adjusting index for the adjustment period, as applied to the base unit price.

(1) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting index is less than the base index. There shall be **one (1)** price adjustments per contract year.

(2) **Example of adjustment calculation:**

Header	Header
Base Index =	109.88*
Adjusting index =	112.72*
Less base index =	109.88
Change to index =	2.84
Divide change to index by base index =	2.84 / 109.88 = .02585 (2.585%)**
Multiply by the base unit price =	\$50.00 x .02585 = \$1.29***

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Header	Header
	= Unit Price Adjustment
Adjusted unit price =	\$51.29

* In computing the base and adjusting indexes, the resulting figure shall be rounded to the second decimal place.

** This figure shall be rounded to the fifth decimal place.

*** All dollar figures shall be rounded to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index "below the six-digit level" in BLS usage means an index whose identifier exceeds six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed **10 %** (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the contractor shall promptly notify the contracting officer in writing of the expected increase. The notification shall include a revised ceiling the contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the contracting officer.

(2) If an increase in the index would raise a contract unit price for an item above the current ceiling, the contracting officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the contracting officer shall so promptly notify the contractor in writing.

(e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. Paragraph applies only if "first published index" is selected in paragraph (b)(3) above. The contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) No retroactive equitable adjustment shall be made under this clause unless the total dollar change for items delivered is \$ (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The contractor's written request must be received by the contracting officer within 45 days following publication of the final revised index.

The Government shall be entitled to a downward adjustment based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of index. In the event -

(1) Any applicable index is discontinued or its method of derivation is altered substantially; or

(2) The contracting officer determines that the index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(h) Final invoice. The contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(i) Disputes. Any dispute arising under this clause shall be determined in accordance with and subject to the "Disputes" clause of the contract.

L25 EVALUATION OF OFFERS – ECONOMIC PRICE ADJUSTMENT (AUG 2017)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

a) The Government may extend the term of this contract by written notice to the Contractor within **3** [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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Part 12 Clauses (CONTINUED)

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60** (months) (years).
(End of clause)

C06 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (FEB 2017)

L18 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS -- INSTRUCTIONS TO OFFERORS (JUN 2017)

L19 SURGE AND SUSTAINMENT (S&S) - CAPABILITY ASSESSMENT PLAN (CAP) (JUN 2017)

L31 ADDITIVE MANUFACTURING (JUN 2018)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

As prescribed in [23.303](#), insert the following clause:

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

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

Material (If none, insert "None")	Identification No.

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

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

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

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

(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)

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Part 12 Clauses (CONTINUED)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

As prescribed in [223.303](#), use the following clause:

- (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)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS

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

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

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Part 12 Clauses (CONTINUED)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

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

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

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

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

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

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

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

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Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

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Part 12 Clauses (CONTINUED)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

As prescribed in [46.311](#), insert the following clause:

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (APR 2019) DFARS

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Part 12 Clauses (CONTINUED)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019) FAR

Attachments

List of Attachments

File Name	Description
ATTACH__	PID-PACK20190911.pdf
ATTACH__	Pricing spreadsheet 5340 Fully Compe

Part 12 Provisions

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-22 ALTERNATE LINE ITEM PROPOSAL (JAN 2017) FAR

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

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(a) Definitions. As used in this provision -

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means -

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) FAR

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Part 12 Provisions (CONTINUED)

As prescribed in [9.104-7\(d\)](#), insert the following provision:

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

As prescribed in [11.604\(a\)](#), insert the following provision:

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. [Contracting Officer check appropriate box.]

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018) FAR

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

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

(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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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.

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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Part 12 Provisions (CONTINUED)

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology” --

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern --

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

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

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that --

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$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.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

“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.

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications --Commercial Items, have been entered or updated in 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 paragraphs .

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that --
 - (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall

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enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that --

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, 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 (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as

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domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements -Israeli Trade Act."

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

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

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

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

Canadian End Products:

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Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No	Country of Origin

[List as necessary]

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified

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Part 12 Provisions (CONTINUED)

acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]
- (1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

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☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that --

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror --

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if --

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that --

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018), ALT I (OCT 2014) FAR

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

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

☐ Black American.

☐ Hispanic American.

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- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ **intends**, ☐ **does not intend** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "I intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

(Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—BASIC (JUL 2019) DFARS

252.215-7013 SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018) DFARS L08 USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2018)

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

As prescribed in [16.105](#), complete and insert the following provision

The Government contemplates award of a contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990) FAR

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-O0003) (JAN 2019) FAR

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. As used in this clause --

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to --

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and
- (3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for --

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work

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that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001) FAR

As prescribed in 22.1505(a), insert the following provision:

(a) Definition.

“Forced or indentured child labor” means all work or service --

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

The offeror represents that --

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016) FAR

52.223-13 ACQUISITION OF EPEAT® - REGISTERED IMAGING EQUIPMENT (JUN 2014) FAR

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (AUG 2018) FAR

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

Basic. As prescribed in 225.1101(1) and (1)(i), use the following provision:

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying

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country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

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

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

- (1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

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

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE — SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) DFARS

As prescribed in [225.7003-5](#)(b), use the following provision:

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS [252.225-7009](#)).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS [252.225-7009](#)). The offeror's designation of an item as a “commercial derivative military article” will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of --

- (1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
- (2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article

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includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2018) DFARS

252.225-7978 RESTRICTION ON ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (DEVIATION 2019-O0006) (JAN 2019) DFARS

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

“Covered material” means --

- (1) Samarium-cobalt magnets;
- (2) Neodymium-iron-boron magnets;
- (3) Tungsten metal powder; and
- (4) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Covered country” means --

- (1) The Democratic People's Republic of North Korea;
- (2) The People's Republic of China;
- (3) The Russian Federation; and
- (4) The Islamic Republic of Iran.

(b)(1) Except as provided in paragraph (c) of this clause, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country or any end item, manufactured in any covered country, that contains a covered material.

(2) For samarium-cobalt magnets and neodymium iron-boron magnets, this restriction includes --

- (i) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and
- (ii) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

(3) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

(c) This clause does not apply --

(1) To an end item that is --

(i) A commercially available off-the-shelf item, other than --

- (A) A commercially available off-the-shelf item that is 50 percent or more tungsten by weight; or
- (B) A tungsten heavy alloy mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that had not been incorporated into an end item, subsystem, assembly, or component;

(ii) An electronic device, unless otherwise specified in the contract; or

(iii) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.

(2) If the authorized agency official concerned has made a nonavailability determination that covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price from a source other than a covered country.

(End of clause)

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

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

(End of provision)

E05 PRODUCT VERIFICATION TESTING (JUN 2018)

(1) Product verification testing (PVT) may be invoked at contract award or after contract award. If PVT is invoked at contract award, the contract will explicitly state this testing requirement and a QALI will be generated. If PVT is invoked after contract award, a QALI will be created and the DCMA quality assurance representative (QAR) will notify the contractor that testing will be performed. The PVT testing will be performed at a Government-designated testing laboratory.

(a) The contractor shall not ship or deliver any material unless directed to do so in writing by the contracting officer or until notified of acceptable PVT results.

(b) PVT results will be provided in 20 working days after receipt at the Government testing facility, unless otherwise specified in writing by the Government.

(2) The QAR will select a random sample from the contractor's production lot. Selected PVT samples are to be shipped by the contractor with a copy of the Department of Defense DD Form 250 and the completed DD Form 1222. The packaging will be marked "Product Verification Test Samples, Contract number , lot/item number ."

(3) Test results will indicate one of the following:

(a) Samples that pass testing and are not destroyed during evaluation will be returned to the contractor at the Government's expense and

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will be included as part of the total contract quantity. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. Samples that pass testing and are not returned to the contractor will be considered part of the contract quantity for payment and delivery. The contractor will deliver the remaining lot quantity minus sample units.

(b) If samples fail testing, such failure will result in rejection of the entire contract lot from which the samples were taken. At the Government's discretion, parts failing any test criteria may be retained and not be returned to the contractor.

E06 INSPECTION AND ACCEPTANCE AT SOURCE (JUN 2018)

Inspection and acceptance are at source. The place of acceptance is the location where the Government conducts the last inspection before shipment, unless the contractor indicated a different physical location for acceptance below.

The contractor shall indicate the location where supplies will be inspected, if different from the production location:

Commercial and Government Entity (CAGE) code:

Address:

Applicable to contract line item numbers(s) (CLIN(s)):

The contractor shall indicate the location where packaging will be inspected, if different from the production location:

☐ Same as for supplies OR

CAGE code:

Address:

Applicable to CLIN(s):

The contractor shall indicate the location where supplies will be accepted, if different from the inspection location:

Commercial and Government Entity (CAGE) code:

Address:

Applicable to contract line item numbers(s) (CLIN(s)):

G01 ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)

L06 AGENCY PROTESTS (DEC 2016)

L11 SMALL BUSINESS PROGRAM REPRESENTATIONS (AUG 2017)

(1) In order to facilitate the use of electronic commerce/electronic data interchange while fulfilling the requirements of the small business program, the Government provides certain socioeconomic information in a coded format rather than a fill-in. Electronic commerce/electronic data interchange (EC/EDI) transactions are often reformatted in transmission. Using these codes prevents misinterpretations within the system and increases accuracy in socioeconomic program reporting.

(2) To reflect the representations and certifications contained in Federal Acquisition Regulation (FAR) 52.219-1, Small Business Program Representations, the offeror represents and certifies as a part of its offer that it is a business type as defined in FAR 52.219-1. The offeror shall select the one alpha code from the following listing that represents the offeror's business type. The offeror's recording of its business type in this procurement note by means of an alpha code replaces the marking of the appropriate boxes in FAR 52.219-1(b). Penalties for misrepresentation of business status apply (see FAR 52.219-1, paragraph (d)(2)).

Code B = Small Business. Enter code B if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (a).

Code M = Small Disadvantaged Business. Enter code M if your firm is a small disadvantaged business concern, as defined in FAR 52.219-1, paragraph (a).

Code U = Woman-Owned Small Disadvantaged Business. Enter code U if your firm is a woman-owned business, as defined in FAR 52.219-1, paragraph (a), and a small disadvantaged business, as defined in FAR 52.219-1, paragraph (a).

Code W = Woman-Owned Small Business. Enter Code W if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (a).

M07 SURGE AND SUSTAINMENT (S&S) EVALUATION (FEB 2017)

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation

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

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

☐ Alternate wording may be negotiated with the contracting officer.

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

As prescribed in [52.107\(a\)](#), insert the following provision:

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <https://www.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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019) FAR

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Representation. The Offeror represents that--

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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