

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER			PAGE 1 OF		
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)
			8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY CODE			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) <input type="checkbox"/> SDVOSB		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
			14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> FOR PROPOSAL (RFP)		
15. DELIVER TO CODE			16. ADMINISTERED BY CODE		
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE		
TELEPHONE NUMBER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (<i>For Government Use Only</i>)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)		
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED

Solicitation/Contract Form Continuation

Fort Johnson and JRTC Portable Latrines

Evaluation of Offerors:

Evaluation for Award is Lowest Price Technically Acceptable (LPTA) IAW with FAR 13.106-2. The Government will award a firm fixed price 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: Price, Technical Capability, Schedule, and Contractor past Performance of the item offered to meet the Government requirement. All evaluation factors other than Price, when combined, are equally as important as Price.

Instructions to Offerors - Commercial Items:

IAW52.212-1(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 offerors initial offer should contain the offerors 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. Offerors must have certified FAR 52.204-24, 52.204-25 and 52.204-26 (after 01OCT2020) at SAM.gov prior to submitting an offer or provide copies of each certification with their offer.

System for Award Management (SAM)

IAW52.212-1(k): 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 before the close of the solicitation, 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>. Registration information can be found at www.sam.gov.

Request for Debrief

Under FAR Part 12 Streamlined Procedures for Commercial Acquisitions, a debrief is not required. The Government will not offer a debrief for this requirement.

Offer Period

Quotes shall be good for 30 calendar days from the date of the quote submission.

Filing a Protest

It is preferable that protests be resolved as quickly as possible at the lowest level possible before considering the more formal process described below. To be timely, protests shall be filed within the periods specified in FAR 33.10.1) All agency-level protests should be sent to the Contracting Officer for interested parties to seek resolution of their concerns within AMC, as an Alternate Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. The address for filing a protest directly with AMC is: Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel 4400 Martin Road RM: A6SE040.001Redstone Arsenal, AL 35898-5000 Fax: (256) 450-8840

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	<p>Movement of Portable Latrines</p> <p>Movement which includes delivery, pickup and relocation of Government furnished Portable Chemical Latrines within the Fort Johnson cantonment area, training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	22,800	Each		
0002	<p>Servicing of Portable Latrines</p> <p>Service of Government furnished Portable Chemical Latrines within the cantonment area, and training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	90,000	Each		
0003	<p>APOD Support</p> <p>Services ONLY of Government furnished portable chemical latrines at the Aerial Port of Debarkation (APOD), Alexandria England Airpark, Alexandria, LA (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	27,000	Each		

Option Line Item 1001	<p>Movement of Portable Latrines</p> <p>Movement which includes delivery, pickup and relocation of Portable Chemical Latrines within the Fort Johnson cantonment area, training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	22,800	Each		
Option Line Item 1002	<p>Servicing of Portable Latrines</p> <p>Service of Government furnished Portable Chemical Latrines within the cantonment area, and training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	90,000	Each		
Option Line Item 1003	<p>APOD Support</p> <p>Services ONLY of Government furnished portable chemical latrines at the Aerial Port of Debarkation (APOD), Alexandria England Airpark, Alexandria, LA (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	27,000	Each		
	<p>Movement of Portable Latrines</p> <p>Movement which includes delivery, pickup and relocation of Government furnished Portable Chemical Latrines within the Fort Johnson cantonment area, training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking</p>				

Option Line Item 2001	<p>area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	22,800	Each		
Option Line Item 2002	<p>Servicing of Portable Latrines</p> <p>Service of Government furnished Portable Chemical Latrines within the cantonment area, and training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	90,000	Each		
Option Line Item 2003	<p>APOD Support</p> <p>Services ONLY of Government furnished portable chemical latrines at the Aerial Port of Debarkation (APOD), Alexandria England Airpark, Alexandria, LA (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	27,000	Each		
Option Line Item 3001	<p>Movement of Portable Latrines</p> <p>Movement which includes delivery, pickup and relocation of Government furnished Portable Chemical Latrines within the Fort Johnson cantonment area, training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p>	22,800	Each		

	Product Service Code: S299 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3002	<p>Servicing of Portable Latrines</p> <p>Service of Government furnished Portable Chemical Latrines within the cantonment area, and training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	90,000	Each		
Option Line Item 3003	<p>APOD Support</p> <p>Services ONLY of Government furnished portable chemical latrines at the Aerial Port of Debarkation (APOD), Alexandria England Airpark, Alexandria, LA (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	27,000	Each		
Option Line Item 4001	<p>Movement of Portable Latrines</p> <p>Movement which includes delivery, pickup and relocation of Government furnished Portable Chemical Latrines within the Fort Johnson cantonment area, training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	22,800	Each		
	<p>Servicing of Portable Latrines</p> <p>Service of Government furnished Portable Chemical Latrines within the cantonment area, and</p>				

Option Line Item 4002	<p>training areas (including but not limited to): Fort Johnson military reservation, Alligator Lake parking area, special limited use areas of Kisatchie National Forest, Peason Ridge/Horse's Head Area, Kurthwood training area, Simpson training area, Cold Springs training and the US Army Aerial Port of Departure (APOD) at England Airpark, Alexandria (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	90,000	Each		
Option Line Item 4003	<p>APOD Support</p> <p>Services ONLY of Government furnished portable chemical latrines at the Aerial Port of Debarkation (APOD), Alexandria England Airpark, Alexandria, LA (which is approximately 50 miles east of Fort Johnson).</p> <p>Product Service Code: S299 Pricing Arrangement: Firm Fixed Price</p>	27,000	Each		

Continuation of Description

Requirements

Performance Work Statement

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p>

	<p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 1003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 2002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 2003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 3002	<p>Inspection and Acceptance Location</p> <p>Both Destination</p>

	<p>Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 3003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 4002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>
Option Line Item 4003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.</p> <p>DoDAAC: W42CW6 CountryCode: USA</p> <p>W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES</p> <p>Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027</p>

Continuation of Deliveries or Performance

From 16 Mar 2025 to 15 Mar 2026

Party to Pay Transportation Cost: Contractor

Point Type: Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 16 Mar 2025 To 15 Mar 2026	22,800 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
0002	Period of Performance From 16 Mar 2025 To 15 Mar 2026	90,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
0003	Period of Performance From	27,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027

	16 Mar 2025 To 15 Mar 2026		
Option Line Item 1001	Period of Performance From 16 Mar 2026 To 15 Mar 2027	22,800 Each	
Option Line Item 1002	Period of Performance From 16 Mar 2026 To 15 Mar 2027	90,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
Option Line Item 1003	Period of Performance From 16 Mar 2026 To 15 Mar 2027	27,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
Option Line Item 2001	Period of Performance From 16 Mar 2027 To 15 Mar 2028	22,800 Each	
Option Line Item 2002		90,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027

	Period of Performance From 16 Mar 2027 To 15 Mar 2028		
Option Line Item 2003	Period of Performance From 16 Mar 2027 To 15 Mar 2028	27,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
Option Line Item 3001	Period of Performance From 16 Mar 2028 To 15 Mar 2029	22,800 Each	
Option Line Item 3002	Period of Performance From 16 Mar 2028 To 15 Mar 2029	90,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
Option Line Item 3003	Period of Performance From 16 Mar 2028 To	27,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027

	15 Mar 2029		
Option Line Item 4001	Period of Performance From 16 Mar 2029 To 15 Mar 2030	22,800 Each	
Option Line Item 4002	Period of Performance From 16 Mar 2029 To 15 Mar 2030	90,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027
Option Line Item 4003	Period of Performance From 16 Mar 2029 To 15 Mar 2030	27,000 Each	Place of Performance DoDAAC: W42CW6 CountryCode: USA W6DH HQS, JRTC AND FT JOHNSON BLDG 4374 CLASS PACK SEC, 7585 VIRGINIA AVE FORT JOHNSON, LA 71459-0000 UNITED STATES Shannon Mayfield Email: shannon.l.mayfield3.civ@army.mil Telephone: 531 6027

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.233-3	Protest after Award.	Aug 1996		
52.203-3	Gratuities.	Apr 1984		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions.

(Jan 2023)

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Invoice 2in1

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

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

Invoice 2in1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911RX
Admin DoDAAC	_____
Inspect By DoDAAC	W42CW6
Ship To Code	W42CW6
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W42CW6
Service Acceptor (DoDAAC)	W42CW6
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

<https://piee.eb.mil>

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

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

(End of clause)

252.211-7003 Item Unique Identification and Valuation.

(Jan 2023)

As prescribed in 211.274-5(a), use the following clause:

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO) /International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

" Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD

recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

See Schedule ____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

See Schedule ____

(If items are identified in the Schedule, insert "See Schedule in this table.")

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area Workflow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services. (Nov 2024)

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Nov 2024)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (6) [Reserved].

[] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

☐ (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

☐ (ii) Alternate I (Dec 2023) of 52.204-30.

☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (14) [Reserved].

☐ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

☒ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☐ (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

☒ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☒ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

☒ (21)

(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2023) of 52.219-9.

☐ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

☐ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

☐ (26)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

☐ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

☒ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

☒ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024).

☒ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (34)

(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☒ (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

☒ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (40) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

☒ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

☐ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

☐ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

☐ (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (Jan 2017) of 52.224-3.

☒ (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

☐ (ii) Alternate I (Oct 2022) of 52.225-1.

☐ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I [Reserved].

☐ (iii) Alternate II (Dec 2022) of 52.225-3.

☐ (iv) Alternate III (Feb 2024) of 52.225-3.

☐ (v) Alternate IV (Oct 2022) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☒ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

☐ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889 (a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.232-17	Interest.	May 2014		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. **(Aug 2020)**

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 16MAR25 through 15MAR26[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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. **(Oct 1995)**

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

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A[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 N/A[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 N/A 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 N/A 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)

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

Indefinite Quantity (Oct 1995)

(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 15MAR26[insert date].

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman.

(Sep 2019)

As prescribed in 16.506(j), insert the following clause:

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. N/AN/AN/A [Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-8 Option to Extend Services.

(Nov 1999)

As prescribed in 17.208(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

(Mar 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days[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[60days 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months(months) (years).

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year.

(Apr 1984)

As prescribed in 32.706-1(b), insert the following clause:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 01OCT26. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 01OCT26, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

Authorized Deviations in Clauses (Nov 2020)

(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 Department of Defense Federal Acquisition Regulation Supplement[insert regulation name] (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)

List of Contract Documents, Exhibits, or Attachments

Identifier	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item	# Of Pages	Provided Under Separate Cover
01	Attachment 1, PWS Portable Latrines 25-Q-A002	Performance Work Statement		22 Nov 2024		23	No
02	PRS Breakdown, 25-Q-A002	Performance Requirements Summary		22 Nov 2024		1	No
03	Technical Exhibit 1_Fort Johnson Full Map_ 25-Q-A002	Technical Exhibit 1, Fort Johson Full Map, 25-Q-A002		22 Nov 2024		1	No
04	Technical Exhibit 2_Aerial Point Of Debarkation_25-Q-A002	Technical Exhibit 2, Aerial Point of Debarkation, 25-Q-A002		22 Nov 2024		3	No
05	Attachment-2 Wage Det,(2015-55197 rv 26), 25-Q-A002	Wage Determination		31 Dec 2024		14	No

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Sep 2023		
52.204-7	System for Award Management.	Nov 2024		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer.

(Dec 2022)

As prescribed at 215.408(3), use the following provision:

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable N/A[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services.

(Nov 2021)

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation-Commercial Products and Commercial Services (Nov 2021)

(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:

PriceTechnical CapabilitySchedule and Contractor Past Performance[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are (All evaluation factors other than Price, when combined, are equally as important as Price.) [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

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

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

(End of provision)

Offeror Representations and Certifications - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (May 2024)

As prescribed in 12.301(b)(2), insert the following provision:

Offeror Representations and Certifications-Commercial Products and Commercial Services (May 2024)

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

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

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

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

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

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

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 (SDVOSB) concern means a small business concern-

- (1)
 - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

(3) SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) 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 124.1001.

(6) 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.

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) 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.

(10) 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:_____

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone

small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

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

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

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) ☐

(ii) ☐

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

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

(2) ☐ Outside the United States.

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

(1) ☐ 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) ☐ 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 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;

class="p">

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

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

(4) Type of organization.

☐]Sole proprietorship;

☐]Partnership;

☐]Corporate entity (not tax-exempt);

☐]Corporate entity (tax-exempt);

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

☐]Foreign government;

☐]International organization per 26 CFR1.6049-4;

☐ 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 the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (Alternate I) (May 2024) Alternate I (Feb 2024)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

☐ Black American.

☐ Hispanic American.

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

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

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

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

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec 2023		
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.	Dec 2016		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		

FAR Clauses Incorporated by Full Text

52.216-27 Single or Multiple Awards. (Oct 1995)

As prescribed in 16.506(f), insert the following provision:

Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)