

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 01		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY DLA STRATEGIC MATERIALS 8725 JOHN J KINGMAN ROAD SUITE 3229 ACQUISITION FORT BELVOIR VA 22060-6223 USA		CODE SP8000		7. ADMINISTERED BY (If other than Item 6) See Block 6		CODE SP8000	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				(X)		SP8000-19-R-0005	
				()		9B. DATED (SEE ITEM 11) 04/11/2019	
CODE				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
						10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
()	
()	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
()	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
()	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer Phillips	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

AMENDMENT 01 – Summary of Changes

- 1. Solicitation SP8000-19-R-0005 is amended to REMOVE the PLATE TESTING requirement and to revise applicable documents. A summary of changes is provided below.**
- 2. Solicitation is hereby EXTENDED from May 29, 2019 to June 12, 2019.**
 - a. Offers shall be submitted to the Contracting Officer by email to the following email address: SMContracting@dla.mil All offers must be submitted to, and received by, the Contracting Officer no later than **2:00 PM Eastern Time, Wednesday, June 12, 2019**. The solicitation number shall be included in the subject line (**SP8000-19-R-0005: B4C Proposal**). You are also strongly encouraged to confirm receipt of your proposal after submission. Facsimile or US mail proposals will not be accepted.
 - b. **A second telephonic pre-proposal conference is scheduled for Wednesday, May 21, 2019 from 2:00pm – 3:00pm Eastern Time. Submit your attendance request to SMContracting@dla.mil with SP8000-19-R-0005, B4C Pre-Proposal Participation in the subject line no later than 2:00 PM Eastern Time, May 20, 2019.**
 - c. Offerors must include printed name, date, and signature in Box 15 of the SF30 form in acknowledgement of all amendments. If a signed SF30 is not received with the submitted proposal, the offer will be determined non-responsive.
 - d. Submit your proposal in two (3) separate parts: technical, past performance and price. Each of the parts shall be divided and complete so that evaluation of each may be accomplished independently. The submittal package shall be submitted with technical using the attachments provided in this amendment. If original documents are submitted as opposed to the amended documents, the offer will be determined non-responsive. The price proposal shall be submitted using Attachment C01 – Pricing Schedule.
 - e. In accordance with FAR 19.702, small business subcontracting plans are required for all large businesses. Please ensure it is included with your proposal.
 - f. Please ensure that you review and provide all the required submittals (see below) and complete all applicable fill-in clauses in Attachment B01 Provisions and Clauses.
 - g. 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:

- Factor 1—Technical Acceptability
- Factor 2—Past Performance
- Factor 3—Price

- h. As a reminder, the following clauses are applicable to this requirement:
 - a. 252.225-7020 – Trade Agreement Certificate
 - i. Note: A certificate of origin must be submitted with proposal. See full text clause at Attachment B01 – Provisions and Clauses.
 - b. 252.225-7021 – Trade Agreement

- 3. Solicitation SP8000-19-R-0005 Amendment One (1) includes the following attachments. Note: All attachments have been renamed with “01” and are provided in this amendment. The amended documents shall be submitted, if required, as part of your proposal. A list of attachments and summary of changes to each document is provided below:**

ATTACHMENTS:

- 1) Attachment A01 – Statement of Work – *RETAIN – Revised – See summary of changes*
- 2) Attachment B01 – Provisions and Clauses – *RETAIN/SUBMIT WITH PROPOSAL – Revised – See Summary of changes*
- 3) Attachment C01 – Pricing Structure – *SUBMIT WITH PROPOSAL – Revised – See summary of changes*
- 4) Attachment D01—Past Performance Questionnaires– *PROVIDE TO REFERENCES – No revisions made*
- 5) Attachment E01 – Evaluation Criteria – *RETAIN – Revised – See summary of changes*
- 6) Attachment F01 – Depot On-site Rules – *RETAIN – No revisions made*
- 7) Attachment G01 – ESOHMS – Hammond – *RETAIN – No revisions made*
- 8) Attachment H – ESAPI_COPD – *RETAIN -Removed*
- 9) Attachment I – Submittals Package – *SUBMIT – Revised – See summary of changes*

Offerors are responsible for reviewing all documents in the entirety for revisions and required submittals.

- 4. Attachment A - Statement of Work Sections are revised to provide clarification to industry: (See Attachment A01 – SOW B4C)**

- a. Section 4.1 – Material Description
- b. Section 4.2 – Testing: Certification of Analysis (COA)
- c. Section 4.3 – Packaging

d. Section 5 – Third Party Testing

5. Attachment B – Provisions and Clauses (See Attachment B01 – Provisions & Clauses)

- a. Clause Added – 252.225-7020
- b. Clause Added – 252.225-7021
- c. Clause Removed – 252.225-7001

6. Attachment C - Pricing Structure is changed as follows: (See Attachment C01 – Pricing Structure)

The quantity has been removed to allow offerors to enter a proposed quantity up to 53 MT per year.

7. Attachment D –No revisions made. (See Attachment D01 Past Performance Questionnaire)

8. Attachment E – Evaluation Criteria (B4C) (See Attachment E01 Evaluation Criteria)

- a. Subfactor A and B removed
- b. Factor 1(d)- REMOVED
- c. Factor 1(f) – REVISED
- d. Factor 2- (2) moved down to (3). Factor 2 – (2) now reads as follows:
- e. POC for DOD Boron Carbide Contract: Offerors shall provide a point of contact for verification of qualified DoD Boron Carbide Contract.
- f. Factor 3: Price - REVISED

9. Attachment F – No revisions made. Attached for your convenience. (See Attachment F01 – Depot On site Rules)

10. Attachment G – No revisions made. Attached for your convenience. (See Attachment G01- ESOHMS)

11. Attachment H - ESAPI_COPD_04_19H - REMOVED

12. Attachment I – Submittals Package (See Attachment I01- Submittals Package)

- a. #7 – Product Samples – Removed
- b. Additional details added to submittals description for clarification.

Boron Carbide (B4C)

Statement of Work (SOW)

1. BACKGROUND

Boron carbide (B4C) is a ceramic material used in body armor. The Defense Logistics Agency (DLA) Strategic Materials currently has no form of boron carbide in its stockpile.

2. SCOPE

In order to reduce the risk of import reliance in the boron carbide supply chain, DLA Strategic Materials intends to purchase 53 metric tons of B4C each year for a one-year base period and two one-year option periods. DLA Strategic Materials received authority to procure B4C in the FY2017 National Defense Authorization Act (NDAA).

3. APPLICABLE DOCUMENTS

The following documents are incorporated by reference:

- a. Occupational Safety & Health Administration (OSHA) 29 Code of Federal Regulations (CFR) 1910.1200
- b. The United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS)
- c. Harmonized Tariff Schedule, the Tariff Act of 1930, and the Trade Act of 1974
- d. United States (US) Customs and Border Protection (CBP) Form 7501
- e. US CBP Form 6059, General Declaration
- f. US CBP Form 5106 (Request for Importer Number, or Notification of Importer Number)

4. TECHNICAL REQUIREMENTS

The following sections define the requirements for the material, material packing, labeling, and material transportation.

4.1 Material Description

4.1.1 The material shall be ceramic grade boron carbide powder

4.1.2 The material shall meet the following chemical standards:

Boron Carbide Statement of Work

Table 1: Chemical Standard for Boron Carbide

B + C + O + N	.....	> 99.50%
B	.....	76.50% <
C	.....	20.50% < X < 22.50%
Free C	.....	< 1.50%
B ₂ O ₃	.....	< 1.00%
O	.....	< 1.50%
Fe	.....	< 0.10%
Si	.....	< 0.10%
Al	.....	< 0.025%
Ca	.....	< 0.032%
N	.....	< 1.00%
Ti	.....	< 0.04%

4.1.3 The target of the free carbon should be 1.00% however a maximum of 1.50% is allowed

4.1.4 The material shall have a D3 of 400 microns

4.1.5 The material shall have a D97 of 1200 micron.

4.2 Testing: Certificate of Analysis (COA)

- 4.2.1 The contractor shall provide a certificate of analysis (COA) with each lot delivered.
- 4.2.2 The contractor shall provide a copy of the safety data sheet (SDS) with each lot delivered.
- 4.2.3 The COA shall have a statement certifying that the material meets and or exceeds the specification of the contract.
- 4.2.4 Each COA shall include the following, at a minimum:
 - a) Lot number
 - b) Results of chemical analysis
 - c) Particle size analysis
 - d) Density
 - e) Methodology for testing
 - f) Analyst(s) Signature(s)

4.3 Packaging

The material is intended to be packaged for long-term storage (20 plus years).

- 4.3.1 The material shall be packaged in new UN drums. These drums may be either steel or polyethylene drums with a rated capacity of 55 gallons or 30 gallons.
- 4.3.2 The drums shall have a bolt and ring closure.
- 4.3.3 The drums shall have a synthetic neoprene gasket to prevent the admission of moisture.
- 4.3.4 A copy of the drum manufacturer's certification shall be packaged with each shipment representing all drums in that shipment.
- 4.3.5 Upon delivery, the drums shall be intact and shall be free of damage. Containers shall be free of contamination and leaks.
- 4.3.6 Drums shall be placed on wooden pallets with no drums overhanging the edge of the pallet.
- 4.3.7 Double density hard wooden pallets shall be used.
- 4.3.8 The drums shall be shrink wrapped or banded on the pallets.
- 4.3.9 All material shall be packaged in accordance 4.3.1 through 4.3.8 of this SOW.
- 4.3.10 A copy of the Safety Data Sheet (SDS) for the contained material shall be provided external to the packed material with each lot delivery.

4.4 Labeling

4.4.1 General Tag/Label Requirements:

- a. Font Size: The font size utilized to enter the required information on each tag/label shall be of sufficient size to be legible to the unaided eye (size 14 minimum).
- b. Ink Used to Print Tags/Labels: Any ink used to print tags/labels shall be permanent and suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. The use of paint on tags/labels is not an acceptable method to enter the required information on each tag/label.
- c. Tag/Label Material: The tag/label material shall be durable and suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. The tag/label material shall not react with the commodity being tagged/labeled (e.g. aluminum tags/labels breakdown when in contact with tungsten ores & concentrates). Tag/label material shall have an expected lifespan of a minimum of 20 years with no degradation.
- d. Physical Dimensions of Tag/Label: All tags/labels shall be of sufficient size to permit the listing of all required information.

4.4.2 Information Required on Tag/Label: The information in items 1 through 10 below shall be listed on each tag/label. The marking shall not include a security classification or anything indicating DLA Strategic Materials ownership other than the contract number, purchase specification number and date.

- 1) Commodity Name
- 2) Commodity Grade, Type or Form
- 3) Country of Origin
- 4) Producer Name
- 5) Gross Weight in pounds and metric units. (Metric units to be in parentheses.)
- 6) Net Weight in pounds and metric units. (Metric units to be in parentheses.)
- 7) Lot Number
- 8) Drum Serial Number. (The serial number is the individual drum number in relation to the total number of drums in the lot; e.g. drum 6 of 33 drums in the lot.)
- 9) Government Contract Number
- 10) Manufacturer's Specification, Name, Number and Date

4.4.3 Attachment of Tags/Labels: Tags/Labels shall be attached to each drum in a permanent manner that prevents accidental detachment. The means of attachment shall be suitable for use in unheated warehouses where temperature extremes (both hot and cold) exist. Attachment by mechanical means (e.g., wire) or adhesive means (e.g. glue, adhesive backed tag/label etc.) are acceptable. Tags/labels shall be pre-formed to the surface to which it will be attached (e.g., a tag to be attached to the curved exterior surface of a drum

Boron Carbide Statement of Work

shall be pre-formed to the same curvature as the drum to ensure proper attachment of the tag).

- 4.4.4 Number of Tags/Labels to be attached to each drum: Three tags/labels shall be attached to each drum.
- 4.4.5 Location(s) of Attachment of Tags/Labels to Each Drum: All drums shall have tags/labels attached at three locations on each drum. One tag/label shall be attached to both flat surfaces of the cover/lid (interior and exterior surfaces of each cover/lid). Additionally, one tag/label shall be attached on the side of each drum midway down on the exterior surface of the container.
- 4.4.6 Additional Labeling Requirements: If the material is considered hazardous as defined by OSHA 29 CFR 1910.1200 and/or the United Nations GHS, a label will be prepared and affixed to each drum in accordance with those requirements.
- 4.4.7 In accordance with The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), the SDS shall contain the chemical name and concentration or concentration range of all ingredients that are classified as health hazards and are: present above their cut-off/concentration limits, or present a health risk below the cut-off/concentration limits.

4.5 Transportation

- 4.5.1 The Contractor shall be responsible for transport, as well as for Carrier and Insurance Paid To (CIP) of the material to the point of delivery: the Government Storage Depot in Hammond, Indiana. The transportation of this material shall comply with all relevant Federal, State, and Local laws, including the DoT Hazardous Materials Regulations (49 CFR 170-189) where appropriate, including SDS documentation inclusion in shipping requirements.
- 4.5.2 The Contractor, its agents, and employees shall comply with the Environmental, Safety, and Occupational Health (ESOH) Policy of DLA Strategic Materials (see Attachment #3) while in storage facilities where stockpile material is stored. The policy can also be found on the DLA Strategic Materials website:
<http://www.dla.mil/HQ/Acquisition/StrategicMaterials/iamthekey.aspx>

5. THIRD PARTY TESTING

- 5.1 Third party testing shall be performed by the Army Research Laboratory. Results shall be compared to Statement of Work (SOW) Section 4.1.
- 5.2 The powder shall be analyzed for the following properties: Particle Size Distribution, Particle morphology, Chemistry, Density, and Surface Area.
- 5.3 If any lot, or lots, of material does not conform to the standards listed in the SOW, the government reserves the right to reject those lots, and or seek a refund.

6. DELIVERY AND ACCEPTANCE

6.1 Delivery Point

- 6.1.1 The Contractor shall deliver materials to the Government Storage Depot at the following address:

Defense Logistics Agency Strategic Materials Hammond Depot
3200 Sheffield Avenue Hammond, IN 36327
United States of America
Telephone: (219) 937-5383
Unloading Hours: 7:30 AM – 3:30 PM (CST), Monday – Friday Accessibility:
Truck/Rail scale is available (Capacity: 4,000,000 lbs. / 1,800,100 kg)

- 6.1.2 The Contractor shall deliver materials to the Government Storage Depot within the unloading hours of 7:00 AM – 2:30 PM, Monday – Friday.
- 6.1.3 The Contractor shall abide by the rules, laws, and regulations when accessing/delivering the material to the Government storage depot as referenced in the Attachment 2 DLA Strategic Materials Depot On-Site Rules.
- 6.1.4 Material Delivery Inspection Point. Delivery inspection for identification of material, drum condition, labeling, and required documentation will be conducted at the Delivery Point.

6.2 Delivery Date

- 6.2.1 The contractor shall deliver material within 12 months after contract award.

6.3 Delivery Inspection

- 6.3.1 The Contractor shall submit COA results for each lot of material to the CO for review and approval prior to shipment to the delivery point.
- 6.3.2 DLA Strategic Materials will review these submitted documents to ensure acceptability and compliance with the requirements listed in this SOW. DLA Strategic Materials will complete this review and notify the Contractor of DLA Strategic Materials' determination of acceptability of each submitted COA within 10 business days of receipt of the submitted COA by the Government.
- 6.3.3 After the COR has reviewed the Contractor's COAs, the COR will authorize the Contractor to ship material to the DLA Strategic Materials depot.
- 6.3.4 Written notification to the Contractor of final acceptance or rejection of material will be provided after third party testing is completed by the Army Research Laboratory.

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- 6.3.5 All material deliveries, tests, analyses, and samples shall be accomplished within the prescribed period of performance in this SOW.
- 6.3.6 If any lot or lots do not conform to the SOW, the Government will reject the nonconforming lot or lots. The Contractor shall be responsible for removal and replacement of rejected lots, including all associated costs, within 90 calendar days.

APPENDIX 1: List of Abbreviations/Acronyms

B4C	Boron Carbide
CFR	Code of Federal Regulations
CIF	Customs Insurance Freight
cm	Centimeter
COA	Certificate of Analysis
DLA	Defense Logistics Agency
FY	Fiscal Year
GHS	Globally Harmonized System of Classification and Labelling of Chemicals
IATA	International Air Transport Association
IMO	International Maritime Organization
kg	Kilogram
NDAA	National Defense Authorization Act
RID/ADR	European Agreements Concerning the International Carriage of Dangerous Goods by Rail and by Road
SDS	Safety Data Sheet
S/N	Serial Number
SOW	Statement of Work

CLAUSES:**FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018):**

Addendum to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018):

Additional applicable clauses Incorporated by Reference:

FAR 52.201-1, DEFINITIONS (NOV 2013)

FAR 52.203-3, GRATUITIES (APR 1984)

FAR 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALT I (SEP 2006)

FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

FAR 52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 1984)

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

FAR 52.204-18, COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

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

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

FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

FAR 52.232-17, INTEREST (MAY 2014)

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

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

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

FAR 52.247-34, FOB DESTINATION (NOV 1991)

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

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

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

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

DFARS 252.204-7009, LIMITATIONS OF THE USE OR DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

DFARS 252.204-7015, NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT

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

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

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

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

DFARS 252.225-7013, DUTY FREE ENTRY (MAY 2016)

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

DFARS 252.226-7001, UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
DFARS 252.232-7010, LEVIES ON CONTRACT PAYMENTS (DEC 2006)
DFARS 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
DFARS 252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)
DFARS 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
DLAD C03, CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)

The following clauses are incorporated by full text:

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

As prescribed in 11.703(a), insert the following clause:

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

Percent increase [1%]

Percent decrease [1%]

This increase or decrease shall apply to CLINs [0001, 1001, 2001].

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS.

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

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (OCT 2018)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (2) [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)).
 - (3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

- (4) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (5) [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 items:

[Contracting Officer check as appropriate.]

 X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

 X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

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

 X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

 (5) [Reserved].

 (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

 X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#) <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim>).

 (10) [Reserved].

 (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

 (i) Alternate I (Nov 2011) of [52.219-3](#).

 (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

 (ii) Alternate I (Jan 2011) of [52.219-4](#).

 (13) [Reserved]

- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C.644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- _X_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Aug 2018) ([15 U.S.C. 637\(d\)\(4\)](#))
- ___ (ii) Alternate I (Jan 2017) of [52.219-9](#).
- _X_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Aug 2018) of [52.219-9](#)
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C.637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657f](#)).
- _X_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [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 (Dec2015) ([15 U.S.C. 637\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O.11755).
- _X_ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).
- _X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (29) (i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

___ (i) Alternate I (July 2014) of [52.222-35](#).

X (30) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (July 2014) of [52.222-36](#).

X (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).

X (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

X (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).

___ (38) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (i) Alternate I (Oct 2015) of [52.223-13](#).

___ (39) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

___ (41) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (i) Alternate I (Jun 2014) of [52.223-16](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

___ (44) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

___ (45) [52.224-3](#) Privacy Training (Jan2017) (5 U.S.C. 552a).

___ (i) Alternate I (Jan 2017) of [52.224-3](#).

___ (46) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C.chapter 83](#)).

___ (47) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of [52.225-3](#).

___ (iii) Alternate II (May 2014) of [52.225-3](#).

___ (iv) Alternate III (May 2014) of [52.225-3](#).

___ (48) [52.225-5](#), Trade Agreements (Aug 2016) ([19 U.S.C.2501](#), et seq., [19 U.S.C. 3301](#) note).

X (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

___ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

___ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

___ (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

- ___ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).
- ___ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(12\)](#)).
- ___ (60) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C.Appx.1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Feb 2006) 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 items:
- [Contracting Officer check as appropriate.]
- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- ___ (2) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C.206](#) and [41 U.S.C.chapter 67](#)).
- ___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C.chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C.chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([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, 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 items. 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 (Oct 2015) ([41 U.S.C. 3509](#)).
 - (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (v) [52.222-17](#), Nondisplacement of Qualified Workers (May2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).
 - (viii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C.4212](#)).
 - (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul2014) ([29 U.S.C.793](#)).
 - (x) [52.222-37](#), Employment Reports on Veterans (Feb2016) ([38 U.S.C.4212](#))
 - (xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug2014) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar2015) of [52.222-50](#)([22 U.S.C. chapter 78 and E.O 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C.chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) ([41 U.S.C.chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(A) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

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

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

Hazardous Material Identification and Material Safety Data (Jan 1997)

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

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

Material <i>(If none, insert "None")</i>	Identification No.

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

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

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

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

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

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

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

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

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(c) Consumer Product Safety Act;

(d) Federal Hazardous Substances Act; or

(e) Federal Alcohol Administration Act.

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

Material <i>(If none, insert “None”)</i>	ACT

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

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

(End of Clause)

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE—BASIC (NOV 2014)

Basic. As prescribed in [225.1101](#)(5) and (5)(i), use the following provision:

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” as used in this provision have the meanings given in the Trade Agreements—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government’s requirements;
or

(iii) A national interest waiver has been granted.

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

(1) For all line items subject to the Trade Agreements—Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

DFARS 252.225-7021 TRADE AGREEMENTS—BASIC (DEC 2017)

Basic. As prescribed in [225.1101](#)(6) and (6)(i), use the following clause:

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

“Caribbean Basin country end product”—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means—

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as

“the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement

complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if—

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that—

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government’s requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

COMBO

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

Not Applicable

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP8000
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	SB0844
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

LaShondra.1.Pelican@dla.mil

Jennifer.Phillips@dla.mil

(h) *WAWF point of contact.*

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

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

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <https://www.acquisition.gov/>

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of Clause)

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

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

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

(End of Clause)

FAR 52.212-1, Instruction to Offerors –Commercial Items (Jan 2017)

Addenda to FAR 52.212-1, Instructions to Offerors

The following provisions are incorporated by reference:

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

FAR 52.204-7, SYSTEM OF AWARD MANAGEMENT (OCT 2018)

FAR 52.204-16, COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

FAR 52.204-22, ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

FAR 52.209-2, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

FAR 52.217-5, EVALUATION OF OPTIONS (JUL 1990)

FAR 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATIONS AND CERTIFICATIONS (OCT 2015)

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

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

The following provisions are incorporated by full text:

FAR 52.204-17, OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

As prescribed in [4.1804\(b\)](#), use the following provision:

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

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

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

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

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

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____ (Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?:

☐ Yes or ☐ No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____ (Do not use a “doing business as” name)

(End of provision)

FAR 52.204-20, PREDECESSOR OF OFFEROR (JUL 2016)

As prescribed in [4.1804](#)(d), insert the following provision:

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

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

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

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

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

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

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(End of provision)

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

As prescribed in 7.203, insert the following provision:

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

- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

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

(End of provision)

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

As prescribed at [9.104-7](#) (b), insert the following provision: Information Regarding Responsibility Matters (Oct 2018)

1. (a) *Definitions*. As used in this provision—

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

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

- a. (1) The total value of all current, active contracts and grants, including all priced options; and
- b. (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

2. (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
3. (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - a. (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - i. (i) In a criminal proceeding, a conviction.
 - ii. (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - iii. (iii) In an administrative proceeding, a finding of fault and liability that results in—
 1. (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 2. (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - iv. (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - b. (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
4. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

(End of provision)

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

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

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

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

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

made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

(End of provision)

FAR 52.204-20, PREDECESSOR OF OFFEROR

As prescribed in [4.1804](#)(d), insert the following provision:

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

“Commercial and Government Entity (CAGE) code” means--

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

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

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

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

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

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

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(End of provision)

FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS.

As prescribed in 12.301(b)(1), insert the following provision:

Instructions to Offerors-Commercial Items (Oct 2018)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR52.212-3 (see FAR52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

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

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

(2)

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

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

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

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

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

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

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

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

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

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

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

(1)

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

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
 - (ii) Quick Search (<http://quicksearch.dla.mil/>).
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-
- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
- (k) [Reserved]
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

(End of Provision)

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

(OCT 2018)

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

Offeror Representations and Certifications -- Commercial Items

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 (u) of this provision.

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

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

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

(6) 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

(7) 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.

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

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

Sensitive technology—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

(1) *Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 (u) 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 to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

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

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

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

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

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror

need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no

prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by

its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) *Representation.* The offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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 section 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 and 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 (52.212-1(k)).

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

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

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

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts

(and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

As prescribed in [33.106](#), insert the following provision:

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

8725 John J. Kingman Rd
Fort Belvoir, VA 22060

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

(End of Provision)

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

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

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

FAR: <https://www.acquisition.gov/>

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

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of Provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

As prescribed in [52.107\(e\)](#), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert “(Deviation)” after the date of the provision.

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

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

(End of Provision)

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

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

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

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

(End of Provision)

Pricing Schedule

Defense Logistics Agency Strategic Materials (DLASM) intends to purchase 159 metric tons (MT) of Boron Carbide (B4C) at no more than 53 MT per year. The Government reserves the right to not award all Contract Line Item (CLIN) if it proves to be in the best interest of the Government.

The offeror shall provide the proposed quantity for delivery per year, the unit price, and the total price.

The offeror shall also include line item price breakout to include cost for material, packaging, transportation, etc. The total proposed price for ALL Contract Line Item Numbers (CLINs) will be the overall evaluated price.

Contract Line Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
0001	B4C		MT	\$	\$
1001	B4C		MT	\$	\$
2001	B4C		MT	\$	\$
TOTAL					\$

Past Performance Questionnaire

This questionnaire is designed to provide DLA Strategic Materials with basic information regarding the Contractor's past performance on previous contracts they have been awarded and the satisfaction with their performance.

Please send this Questionnaire back to Jennifer Phillips, Contracting Officer at SMContracting@dla.mil with the subject line SP8000-19-R-0005 Boron Carbide (B4C) Past Performance Questionnaire.

Please complete the following identifying information and past performance assessment:

- A. Contractor: _____
- B. Contract number: _____
- C. Period of Performance: _____
- D. Total Contract Amount (Including any Options): _____
- E. Describe product acquired: _____

Point of Contact if the Government requires clarification on information filled out in this questionnaire: (name, title, organization, address, email, and phone):

Evaluator's experience with this Contractor (evaluator is the person filling out the questionnaire) (Evaluator's name, title, and organization if different from POC):

When answering the questions below, please consider previous experiences with the Contractor and the quality of the products you have received from them.

1. Have you received the following materials from the manufacturer:

Boron Carbide (B4C)

Please check a box: ☐ Yes ☐ No

Please indicate the grade/purity level, granule size, and material quantity you have received.

2. If applicable, please provide the contract name and number under which you procured these materials.

3. Cost—Please describe the Contractor's ability to control cost and deliver at the agreed-to price. Describe reasons for changes to contract value (e.g., scope changes, overrun/underrun, Government-imposed schedule changes, etc.).

4. Quality—

a) How well did the Contractor adhere to the requirements of a Safety Data Sheet, Certificate of Analysis, or Performance Based Contracting requirements?

b) Did the services provided meet the required level of quality or results?

5. Performance—

Please describe the Contractor's ability to comply successfully with the contract requirements and/or statement of work.

6. Schedule—

a) How well did the contractor adhere to the agreed-to schedule?

b) What were the causes of any schedule variances?

c) Were data reports and/or materials delivered on time?

7. What is your overall rating of the contractor's performance?

8. Given the choice, would you award to this contractor again? Why/why not?

Please include any additional comments below that will assist in the evaluation of the technical competence and reliability of this material manufacturer.

Name and Date questionnaire was completed: _____

Evaluation Criteria

The Government intends to award one or more Firm Fixed Price (FFP) contracts for the procurement of Boron Carbide.

The proposal will be evaluated using FAR 15.101-2, Lowest Price Technically Acceptable standards to be determined eligible for award. The lowest price technically acceptable source selection process is appropriate as best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

In accordance with (IAW) FAR 15-101-2(b)(1), the evaluation factors listed below will be used to evaluate all proposals submitted. Contract award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors (Technical Acceptability and Past Performance.) The Government intends to award without discussions but reserves the right to hold discussions.

In accordance with (IAW) FAR 15.304(d), the following factors shall be used to evaluate proposals:

Factor 1: Technical Acceptability

Factor 2: Past Performance

Factor 3: Price

EVALUATION CRITERIA

Factors 1 and Factor 2 shall be evaluated on an Acceptable/Unacceptable basis.

A proposal will NOT be considered if it does not conform to ALL the requirements in the Statement of Work. The proposal will also NOT be considered if it does not include the required submittals.

Factor 1: Technical Acceptability

Subpart A – Technical Approach:

- (1) In a document named “Technical Approach” the offeror shall describe the following in a detailed narrative. The Offeror must clearly demonstrate understanding of the requirement and the ability to perform the requirement as defined in the PWS. Responses that materially reproduce the PWS without modification will be rejected. The Government understands that this information may be proprietary in nature and will solely be used in the evaluation for this contract award.

- a. The ability to meet the material specifications listed in the SOW Section 4.1. in the amount of 53 MT per year.

- b. The usability of the required material and provide a listing of specific Defense Vendors that have used your B4C material as a primary B4C component in plates that have passed first article sampling.
- c. The ability to provide material packaged in UN 1A2 compliant polyethylene drums in accordance with SOW Section 4.3. The offeror shall describe in detail the packaging process and type proposed to include specifications and drawings/photos of proposed drums.
- d. The ability to provide labeling as defined in SOW Section 4.4.
- e. The ability to deliver the material to DLA Strategic Materials Government Storage facility in Hammond, Indiana in accordance with SOW Section 6.
- f. The following *SUBMITTALS shall be included with the Technical Approach*:
 - i. Safety Data Sheet (SDS) for the solicited material.
 - ii. Proposed delivery schedule
 - iii. Subcontracting Plan (if applicable)
 - iv. Example of COA for past delivery of the solicited material which shall include the following:
 - a. Lot number
 - b. Results of chemical analysis
 - c. Particle size analysis
 - d. Density
 - e. Methodology for testing
 - f. Analyst(s) Printed name and Signature(s)
 - v. Drum Makers certificate and description of the packaging
 - vi. Expected lot size / number of lots
 - vii. Proposed pallet size
 - viii. Proof that the material is qualified for a current DoD Boron Carbide contract. *POC shall be provided for verification under Factor 3 -Past Performance.

Factor 2: Recent and Relevant Past Performance

(1) Past Performance Questionnaires. Offerors are instructed to submit up to three (3) Past Performance Questionnaires that may include the performance still in progress, however, it should have a minimum of one (1) year of performance history and be no more than three (3) years old from the closing date of the solicitation. At a minimum, the documentation must include the contract number, award date, delivery date(s), and quantity. The references may be either government or commercial entities.

(2) POC for DOD Boron Carbide Contract: Offerors shall provide a point of contact for

verification of qualified DoD Boron Carbide Contract.

- (3) The Government will evaluate the offeror's submitted past performance, to include the questionnaires, for recency and relevancy based on how well the contractor performed on projects of same or similar scope, dollar value, and complexity.
- (4) Additionally, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to: past performance information retrieved through Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/ subsidiary/ affiliate) identified in the offeror's proposal, inquiries of owner representative(s), the Contracting Officers knowledge of and previous experience with the same or similar supplies being acquired, and any other known sources not provided by the offeror. Review of past performance shall include the Offerors performance with the same or similar material being acquired as well as supplies containing material being acquired.
- (5) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have Unknown (or "Neutral") past performance. In the context of acceptability/unacceptability, a "Neutral" rating shall be considered "Acceptable".

Factor 3: Price

The offeror shall provide a price for **up to 53 metric tons** of Boron Carbide (B4C) for the base contract line item (CLIN 0001) , each option period CLIN (CLINs 1001 and 2001), and an overall total price as shown in the chart below.

The offeror shall also include line item price breakout to include cost for material, packaging, transportation, etc. The total proposed price for ALL Contract Line Item Numbers (CLINs) will be the overall evaluated price.

Contract Line Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
0001	B4C		LB	\$	\$
1001	B4C		LB	\$	\$
2001	B4C		LB	\$	\$
TOTAL					\$

*CLIN pricing information shall be provided on Attachment C01_Pricing Schedule.

DLA Strategic Materials Depot On-Site Rules

Security: Visiting personnel must comply with all security measures deemed necessary by DLA Strategic Materials.

Environmental, Safety, and Occupational Health: Visiting personnel must comply with all Federal, State, and local regulations relevant to the performance of the work.

1. DLA Strategic Materials' Environmental, Safety, and Occupational Health Management System (ESOHMS): Visiting personnel must comply with all aspects of the DLA Strategic Materials' ESOHMS set forth in the "Orientation Guide for Contractors and Visitors" which will be made available by the COR prior to arrival.
2. Safety Data Sheets (SDS): Visiting personnel who may contact or be in the proximity of the material being sampled must review the pertinent SDS, which provides specific toxicity- and health-related data for the protection of human health and the environment. A copy of the SDS for the material must be made available by the Producer/Supplier prior to arrival.
3. Safety Training / Mishap Reporting: The Producer/Supplier must determine the need for personal protective equipment, and, if such equipment is necessary, must ensure that personnel performing sampling have it and are trained in its use. The COR will advise visiting personnel on how to respond properly to emergency conditions (e.g., fire). Visiting personnel must notify the COR immediately of all injuries, property damage, equipment damage, or vehicle mishaps that occur during the performance of sampling, and must complete and submit a written report of any such incident to the COR to document the occurrence.
4. Transportation: The transportation of samples must comply with all relevant Federal, State, and local regulations, including DoT Hazardous Materials Regulations (49 CFR 170-189) where appropriate. Samples being sent off-site must be labeled with the proper Hazard Communication information, if applicable; and must be accompanied by the SDS.
5. Waste Disposal: All wastes generated from sampling must be disposed of in accordance with all relevant Federal, State, and local regulations.

HAMMOND DEPOT ESOHMS ORIENTATION GUIDE FOR CONTRACTORS AND VISITORS



“I Am The Key”

Statement of Acceptance: I have received, read and accepted the information contained in this depot orientation guide and will brief other employees on the information contained herein.
Accepted by:

NAME

COMPANY

DATE

INTRODUCTION

DLA Strategic Materials has developed an Environmental, Safety and Occupational Health Management System (ESOHMS) that is based on ISO 14001:2015 - "Environmental Management Systems - Specification with Guidance for Use" and Occupational Health and Safety Assessment Series (OHSAS) 18001 - "Occupational Health and Safety Management Systems - Specification." The ESOHMS encompasses all of our Environmental, Safety and Occupational Health (ESOH) policies and programs, and applies to all our employees and all those working on our behalf. We wish to inform visitors and others working at our depots about the key components of the ESOHMS. The purpose of this briefing is to ensure everyone is aware of our ESOHMS and the key environmental, safety and occupational health information that is critical to protecting human health and the environment.

ESOH POLICY STATEMENT

The Environmental, Safety and Occupational Health Policy Statement establishes the framework for the ESOHMS. As such, the ESOH Policy Statement provides the foundation for controlling the environmental impacts, safety and occupational health risks of its activities, commodities, and services and establishing environmental goals and objectives. The key elements of the ESOH Policy Statement include:

- Compliance with applicable laws and policies
- Continuous improvement
- Management review on a regular basis
- Communication with employees as well as the public
- Use of best management practices in protecting our natural resources and preventing pollution
- Providing the resources for all mandatory training
- A social responsibility toward their customers

FIVE COMMANDMENTS

The Five Commandments of the ESOHMS are:

1. Be Safe
2. Recycle
3. Conserve Our Natural Resources
4. Understand Your Job Responsibilities
5. Know What Regulations Apply To Your Job

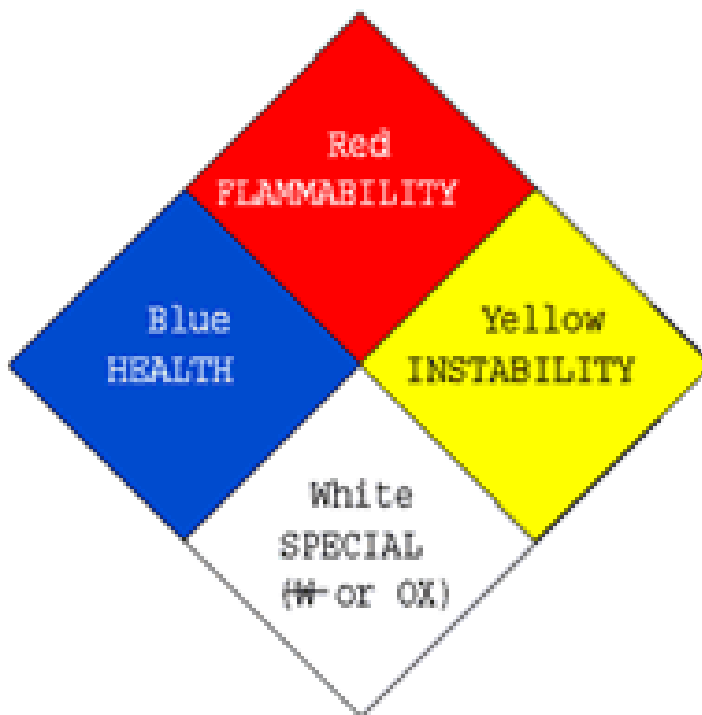
Critical ESOHMS Information for Hammond Depot

EMERGENCY RESPONSE

The Hammond Depot has an Emergency Response Plan. The pages attached provide key contacts for the Hammond Depot. The Depot Manager, is the primary contact for emergencies (219) 937-5383 x 304 (office) or (571) 474-7628 (cell). Also, 911 emergency service is available in the area. In the event of an emergency, all contractors and visitors are directed to calmly make a spot check of their immediate work area, and then proceed to the depot security office, or if without transportation, exit work area to a safe distance, if necessary. Contractors and visitors are required to communicate all emergency information to the Depot Manager's office immediately. The nearest emergency room is St. Margaret's Mercy Hospital; directions and a map to the hospital are attached.

HAZARDOUS MATERIALS STORAGE

Hazardous materials stored at Hammond Depot are identified by National Fire Protection Association (NFPA) color-coded signs as follows:



BLUE – HEALTH HAZARD
RED – FIRE HAZARD
YELLOW – REACTIVITY
WHITE – SPECIFIC HAZARD

1 (**one**) is the **Least Hazardous** and 4 (**four**) is the **Most Hazardous**

POLLUTION PREVENTION

We have a pollution prevention policy and a spill prevention control and countermeasures policy. Hammond Depot maintains a Storm Water Pollution Prevention (SWPP) Plan and a Spill Prevention, Control and Countermeasures (SPCC) Plan. These plans describe the aboveground petroleum storage tanks, commodity storage areas and other potential sources of contamination and the procedures to follow in the event of a spill or release. Aboveground storage tanks containing gasoline or diesel fuel are located in the vehicle fueling area, and in the pump house (see attached depot map).

Spills of petroleum or hazardous materials contaminate not only the stormwater runoff pathways, but also the soil and air. Spill response should be focused on protecting human health and preventing impacts to the environment. In the event of a spill, remember SWIM:

S – Stop the spill

W – Warn others (and contact the depot manager)

I – Isolate the area

M – Minimize your exposure

The commodities stored at the depot could also pose a risk to the environment if released from the site. Follow these best management practices when handling commodities:

- Identify and locate all storm drains and surface water flow pathways in the vicinity of the work area.
- Appropriate materials, such as hay bales, silt fence, or railroad ties, should be readily available and placed as a barrier between the commodity area and the storm drainage system, to help reduce the amount of any loose commodity material that could get washed into the drainage system by runoff from the outloading area.
- Surface runoff that flows towards nearby drainage ditches, swales, streams, etc., should also be similarly blocked.
- These activities should be performed not only while storm water runoff is actively occurring, but also to plan ahead for any rainfall, snowfall, snowmelt, etc. that may occur during the handling of commodities.

OTHER CONTRACTOR REQUIREMENTS

- Contractors working on site must advise the Depot Manager, in writing, of the presence of hazardous material, hazardous waste and their method of fuel supply.
- Contractors must maintain (on-site) an SDS for all hazardous materials on site.
- Contractors must store and dispose of hazardous waste in accord with state, local & federal regulations.

- Contractors must conduct operations in accordance with applicable OSHA hazardous waste regulations (29 CFR 1910).
- Hazardous materials must be stored, used and transported in accordance with state, local and federal regulations.
- Contractors must comply with the depot recycling program.
- Contractors should refer all media enquiries regarding operations, environmental management, safety, occupational health, etc. to the Depot Manager.

(Visit the Depot main office for questions on our Hazard Communication Program and Procedures)

YOU ARE THE KEY!

The Environmental, Safety and Occupational Health Policy Statement provides the foundation for controlling the environmental impacts of our activities, commodities, and services and establishes environmental goals and objectives. Compliance with the SWPP and SPCC Plans and protecting water quality are a part of these goals.

It is your duty to keep an eye open to identify conditions that may contribute to contamination of storm water runoff. During your daily routine should you notice a potential problem, take the steps to fix it! Keep the lines of communication open.

Remember that whatever goes into the storm water system will end up in our groundwater or local waterways. Often times, that waterway is used for recreation, as a source for food (i.e., fish), and as a source for drinking water.

EMERGENCY PHONE LISTING

The Hammond Depot phone system requires dialing 9 before calling outside numbers.

Use a wired (non-cellular) telephone if possible when calling 911. If using a cell phone, you may need to give your location to the 911 operator.

Local Emergency Phone Numbers

Fire Department	(9) - 911
Police Department	(9) - 911
Ambulance	(9) - 911

Chain of Command for Emergency Events

1. Call 911 if appropriate.
2. Notify the Distribution Facilities Manager, Nate Walsko at:
(219) 937-5383, x 304 (Office), or (571) 474-7628 (Cell).
Alternate: Vanessa Brown: (703) 223-2311 (Cell)

Depot Office	(219) 937-5383
Security Guards-Main Gate	
Office:	(219) 937-5383, x 119
Cell:	(219) 712-5996
Bomb Disposal and Federal Protective Service	(312) 353-0735
FPS / Homeland Security – Battle Creek	(877) 719-4894
Poison Control Center:	
(Emergency)	(800) 222-1222
National Response Center and Terrorist Hotline (Oil & Toxic Chemical Spills from Terrorist Activity)	
(Emergency)	(800) 424-8802
FBI (Gary, IN)	(219) 886-3795
Alarm Monitor- Emergency 24	
	(800) 877-3624
Gas and Electric- NIPSCO	
(Emergency)	(800) 634-3524

(Non-emergency)	(800) 464-7726
or	(219) 853-5050
Hammond Police	
(Non-emergency)	(219) 853-6544
Indiana State Police	
(Non-emergency)	(219) 769-8459
Hammond Fire Department	
(Non-emergency)	(219) 853-6524
Telephone - SBC	
(24-hour repair)	(800) 556-3000
Water - Hammond Water	
	(219) 853-6428
NIPSCO	(219) 853-5050
St. Margaret Hospital	(219) 932-2300
ORPP- Dewey Blair	
Office:	(518) 370-3347
Cell:	(518) 859-4938

NEAREST EMERGENCY ROOM

St. Margaret Mercy Hospital
5454 Hohman Ave.
Hammond, IN 46320
(219) 932-2300 or (708) 891-9305

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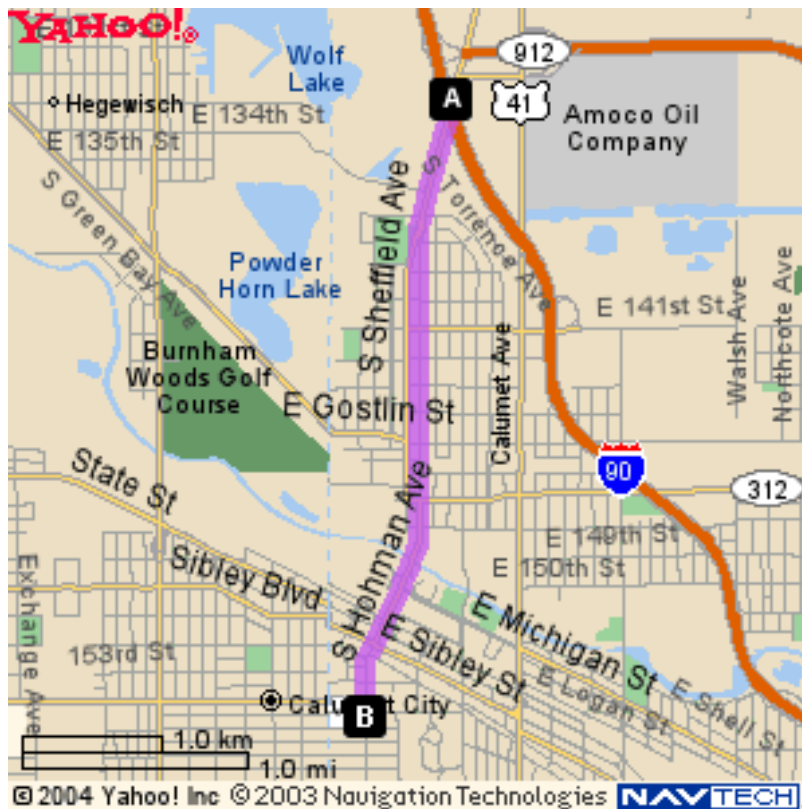
Directions to St. Margaret Mercy Hospital:

1. Exit depot main gate, turn Right onto **S. SHEFFIELD AVE.**, going towards **E. 136TH ST.** - (0.6 mile)
2. Continue on **S. HOHMAN AVE.** – (2.2 miles)
3. Arrive at St. Margaret Mercy Hospital, on the right at **5454 S. HOHMAN AVE.**

Note: Sources list hospital address as both Hohman Avenue and South Hohman Avenue.

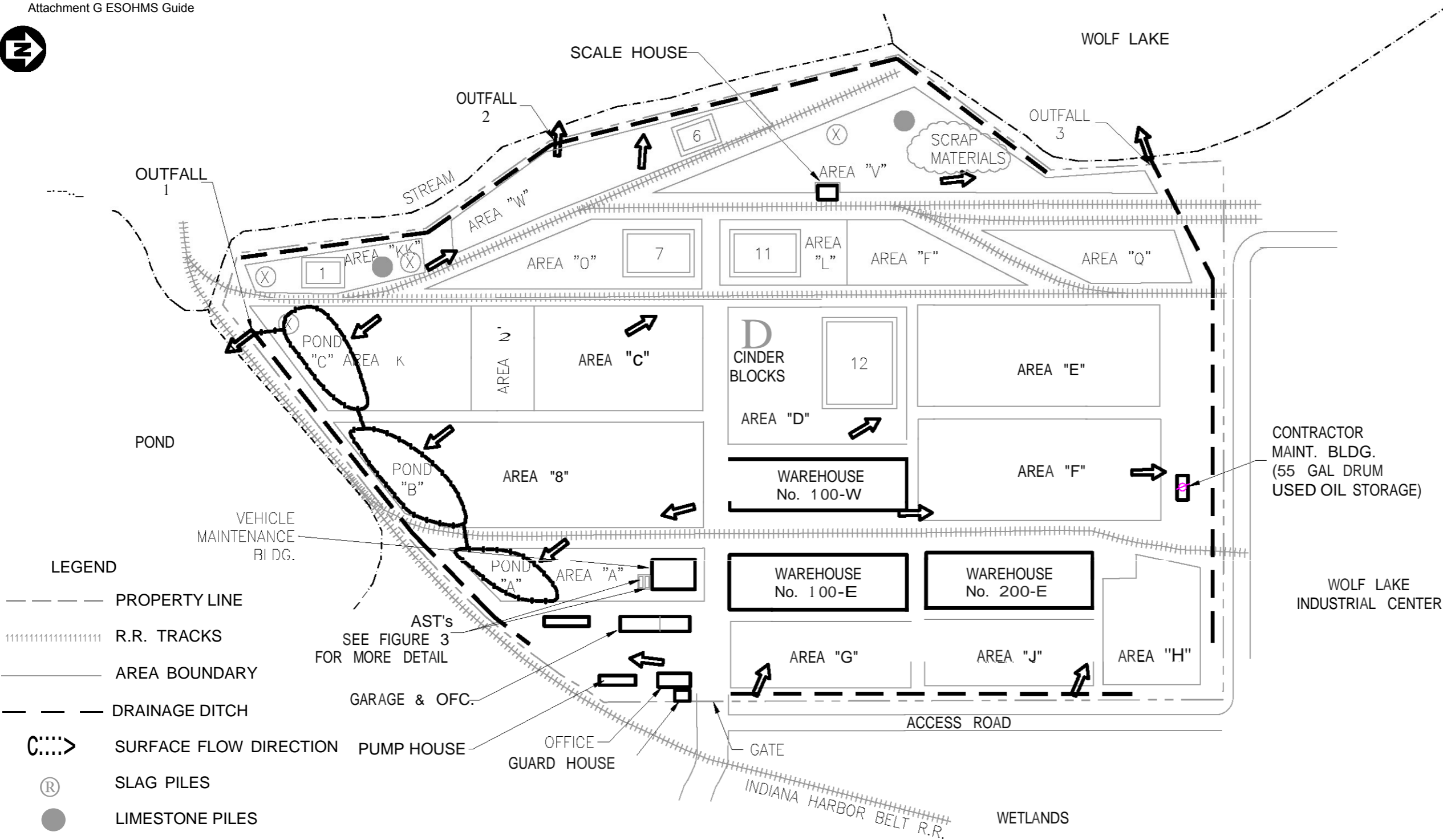
Approximate travel time: 8 minutes. Approximate distance: 2.8 miles

Figure 1. Map to St. Margaret Mercy Hospital:



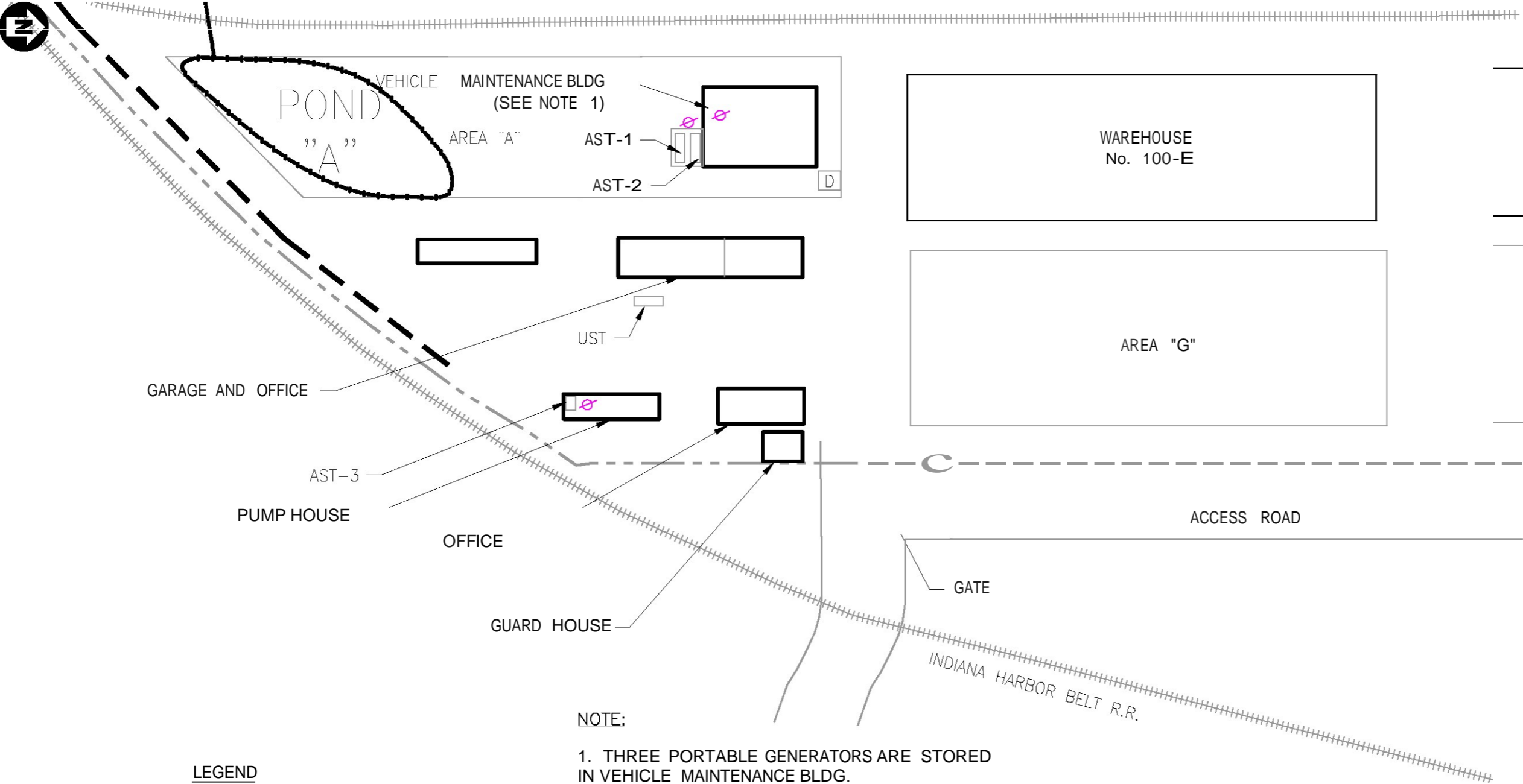
A indicates 3200 Sheffield Ave. (Hammond Depot)

B indicates 5454 S. Hohman Ave. (St. Margaret Mercy Hospital)



NOT TO SCALE

FIGURE 2
HAMMOND DEPOT
HAMMOND, INDIANA
HAMMOND DEPOT SITE MAP
PARSONS
290 ELWOOD DAVIS ROAD, SUITE 312, LIVERPOOL, N.Y. 13088, PHONE: 315-461-8860



LEGEND

- [Q] INDICATES SOLID WASTE BIN (DUMPSTER)
- — — — — PROPERTY LINE
- ||||| R.R. TRACKS
- — — — — AREA BOUNDARY
- | BUILDINGS
- J? SPILL KIT LOCATION
- 1, - |) PROPOSED STORAGE PONDS (APPROXIMATE LOCATIONS)

NOTE:
1. THREE PORTABLE GENERATORS ARE STORED IN VEHICLE MAINTENANCE BLDG.

ABOVEGROUND STORAGE TANK (AST) IDENTIFICATION			
AST ID NO.	CAPACITY	CONTENTS	LOCATION
AST-1	1000 GALLONS	GASOLINE	FUELING STATION
AST-2	1000 GALLONS	DIESEL FUEL	FUELING STATION
AST-3	140 GALLONS	DIESEL FUEL	PUMP HOUSE

NOT TO SCALE

FIGURE 3

HAMMOND DEPOT
HAMMOND, INDIANA

AREA •A• DETAIL MAP

PARSONS
290 ELWOOD DAVIS ROAD, SUITE 312, LIVERPOOL, N.Y. 13088, PHONE: 315-461-8860

Offeror Submittal Package

Table of Contents

1. Safety Data Sheet
2. Certificate of Analysis (COA)
3. Subcontracting Plan (Large Business Only)
4. Material Specification
5. Material Packaging
6. Delivery Schedule

1. Safety Data Sheet

Please include a Safety Data Sheet (SDS) for the solicited material. Please ensure that the SDS has information for all significant components of the material.

My SDS is attached: **Yes**_____ or **No**_____.

2. Certificate of Analysis (COA)

Please include a certificate of analysis that will be representative of the material you will be providing. Please detail the testing methodology and any assumptions that were made for this Certificate of Analysis. See Attachment E01 – Evaluation Criteria and SOW Section 4.2.

3. Subcontracting Plan

If you are a large business, please include a subcontracting plan in accordance with FAR 19.702(a)(1) .

Large Business _____ Small Business _____

My Subcontracting Plan is attached? Yes _____ or No _____

4. Material Specification

Please detail the specification of the material you are going to provide. **Please also include the Certificate of origin for the material per the Trade Agreements Clause 252.225-7020.** Please also state here the country of origin for the material.

**Did you include the proof that material is qualified for a current DoD Boron carbide contract?

Yes _____

No _____

5. Material Packaging

Please detail how the material will be packaged to include expected lot size and proposed pallet size. Also include Drum makers certificate.

6. Delivery Schedule

Please detail your delivery schedule, to include the base period and option periods.