

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		<b>PAGE 1 OF 3</b>	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 09 DEC 2020		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA ENERGY BULK PETROLEUM SERVICES 8725 JOHN J. KINGMAN ROAD FORT BELVOIR VA 22060		CODE SPE603		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.  SPE60321R0500	
				<input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) 2020 OCT 22	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram 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 telegram or letter, provided each telegram or letter 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)							
<b>13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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 NO. IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Opening/Closing Date Changed to: 2020 OCT 22 / 2020 DEC 14 TIME 3:00 PM See Attached Continuation Sheet(s).							
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)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60321R0500 - 0002	PAGE 2 OF 3 PAGES
<p>This amendment is hereby issued to:</p> <p>A. Extend the solicitation closing date from December 11, 2020 to December 14, 2020 at 3:00 pm Ft. Belvoir, VA time.</p> <p>B. Add provision DFARS 252.204-7019 Notice of NIST SP 800-171 DOD Assessment Requirements (Nov 2020) and clauses FAR 52.229-13 Taxes - Foreign Contracts in Afghanistan (Nov 2020) and DFARS 252.204-7020 NIST SP 800-171 DOD Assessment Requirements (Nov 2020). See Attachment A (revised RFP with highlighted revisions).</p> <p>C. Delete in its entirety clause DFARS 252.229-7014 Taxes - Foreign Contracts in Afghanistan (Dec 2015).</p> <p>D. Revise FAR 52.212-2 Evaluation - Commercial Items (Oct 2014), Factor 1 - Technical/Management. See attachment A (revised RFP with highlighted revisions).</p> <p>E. Revise Performance Work Statement (PWS) Sections 1.8 Additive Injection, Section 1.8.1 Additive Required, Section 1.8.2 Additive Storage/Injection Plan and Section 2.4.5 Additive Injection System. See attachment B (revised PWS with highlighted revisions).</p> <p>F. Answer questions received in response to the solicitation.</p> <p>1.Attachment IV, PP Questionnaire. - The main contracts our company services is with DLA.</p> <p>Can I submit CPARS instead of asking the Contract Managers to complete the PP Questionnaire?</p> <p>Answer: No, Past Performance Questionnaires are to be received directly from the reference. Please see Section L, Addendum to FAR 52.212-1, Past Performance Questionnaires (PPQ).</p> <p>2. PWS 1.8 Additive Injection: The product currently supplied to this location does not require additive; however, changes to the supply chain or product degradation may require the Contractor's facility to be capable of injecting additives within 5 days.</p> <p>What is the projected quantity of additive as volume, schedule and other factors drive pricing?</p> <p>Answer: The quantity required at time of award is zero (0). As this is a contingency requirement, there is no way to project the quantity of additives required. As provided for in the corrected PWS Section 1.8.1 "If required, all costs for the acquisition of additives and associated costs for the storage, handling and injection of additives shall be handled through contract modification."</p> <p>3. PWS 1.8.1 Additive Required: All additives will be provided by the government. As a contingency, the contractor must establish a source of supply for each additive. The Contracting Officer may request the Contractor to provide a cost proposal for providing the additives. If needed, the acquisition of additives will be handled through contract modification.</p> <p>Please identify the volume of additive the Contractor must retain on-site at all times for Fuel System Icing Inhibitor (FSII), Static Dissipater Additive (SDA), Corrosion Inhibitor/Lubricity Improver Additive (CI/LI) or other?</p> <p>Answer: As provided for in the corrected PWS Section 1.8.1, the Offeror is not required to retain any additives on-site unless or until DLA Energy - Middle East, Bahrain regional office notifies the contractor of the need for additives in accordance with PWS 1.8.1.</p> <p>4. PWS 1.9.1 Tank Truck: Notification: The Government shall give notice to the Contractor of scheduled product receipts. Receipt notification shall include the estimated quantity, mode of delivery, projected delivery date, shipment source, grade or type of product, and any special instructions.</p> <p>We have a finite inspection / quality testing procedure. In the event of a rejected delivery from the Government, what is the procedure? How is this to be reflected on a DD250?</p> <p>Answer: PWS 4.1.2 Product Quality Control Plan (QCP) shall indicate a corrective action plan when product is not delivered on specification. Section 2.3.2 PWS indicates contractor shall report immediately, but no later than 15 min after discovery to DLA Energy Middle East regional office.</p> <p>5. PWS 2.3.4 Additional Samples: The Contractor shall provide to the Government representative samples of any product being stored, shipped, or received under the contract, at the request of, and in the manner designated by the QAR.</p> <p>What is the exact delivery site for sample delivery?</p> <p>Answer: See below lab locations and their capabilities:</p> <ul style="list-style-type: none"> <li>•Kabul, Afghanistan - A Level testing capability</li> <li>•Fujairah - A level and below testing capability</li> <li>•Sharjah - A Level and below testing capability</li> </ul> <p>G. All other terms and conditions remain the same.</p>		
CONTINUED ON NEXT PAGE		

**Attachments**

**List of Attachments**

File Name	Description
ATTACH_Attachment_A_ SPE60321R0500_RFP	TAB 9-Solicitation and Am
ATTACH_Attachment_B_ Performance_Work_State ment	TAB 9-Solicitation and Am

## ADDITIONAL INSTRUCTIONS FOR ALL PROSPECTIVE OFFERORS

**NOTE:** See FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUN 2020) for complete instructions on how to submit a proposal and FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014) for evaluation criteria for this solicitation

### Table of Contents

<b>SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS .....</b>	<b>16</b>
B-0001-B34.01 SERVICES TO BE FURNISHED AND PRICES (DLA ENERGY FEB 1991).....	16
<b>SECTION C - SPECIFICATIONS/SOW/SOO/PWS.....</b>	<b>19</b>
C-0001-C19.01 SECURITY AND FIRE PROTECTION (DLA ENERGY AUG 1988) .....	19
C-0002-C19.04 REMOVAL OF WATER BOTTOMS (DLA ENERGY FEB 1998) .....	19
<b>SECTION E – INSPECTION AND ACCEPTANCE.....</b>	<b>20</b>
FAR 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996) .....	20
DLA ENERGY QUALITY ASSURANCE PROVISIONS (QAPS) .....	21
<b>SECTION F – DELIVERIES OR PERFORMANCE .....</b>	<b>21</b>
FAR 52.242-15 STOP-WORK ORDER (AUG 1989) .....	21
F-0001-F1.04 GENERAL RECEIVING AND STORING CONDITIONS (DLA ENERGY DEC 2017) .....	22
F-0002-F1.05 GENERAL SHIPPING CONDITIONS (DLA ENERGY OCT 1997).....	24
F-0003-F1.11 DLA INTERNET BID BOARDS SYSTEM (DIBBS)(DLA ENERGY APR 2014) .....	29
F-0004-F1.14 DETERMINATION OF QUANTITY (STORAGE)(DLA ENERGY NOV 1997).....	30
F-0005-F45.01 OPERATION OF CONDUCTIVITY ADDITIVE SYSTEM (DLA ENERGY JAN 2014).....	32
F-0006-F45.03 OPERATION OF FUEL SYSTEM ICING INHIBITOR ADDITIVE SYSTEM CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) (DLA ENERGY JAN 2014) .....	33
F-0007- F45.04 OPERATION OF CORROSION INHIBITOR/LUBRICITY IMPROVER ADDITIVE SYSTEM, CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) (DLA ENERGY JAN 2014).....	34
F-0008-F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE)(DLA ENERGY DEC 1991) .....	35
<b>SECTION G – CONTRACT ADMINISTRATION DATA .....</b>	<b>35</b>
FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018) .....	35
DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) .....	37
DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018).....	40
DFARS 252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010).....	43

G-0001-G3 INVOICE NUMBERING REQUIREMENTS (DLA ENERGY AUG 1998) .....	43
G-0002-G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DLA ENERGY JAN 2017) .....	44
G-0003-G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DLA ENERGY JAN 2012) .....	45
G-0004-G21 DESIGNATION OF PROPERTY ADMINISTRATOR (DLA ENERGY MAY 2009) .....	46
G-0005-G22 DESIGNATION OF THE DEFENSE FUEL REGION (DLA ENERGY JUL 1997) .....	46
<b>SECTION H – SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>47</b>
DFARS 252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS. (DEVIATION 2020-O0022) (AUG 2020) .....	47
DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (AUG 2020) .....	47
DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017) .....	48
DFARS 252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013) ...	58
DFARS 252.232-7014 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (SEP 2014) .....	61
CENTCOM SPECIAL REQUIREMENT 5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015) .....	61
CENTCOM SPECIAL REQUIREMENT 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015) .....	62
CENTCOM SPECIAL REQUIREMENT 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015) .....	64
CENTCOM SPECIAL REQUIREMENT 5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011) .	66
CENTCOM SPECIAL REQUIREMENT 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014) .....	66
CENTCOM SPECIAL REQUIREMENT 5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015) .....	68
H-0001 H9.01 TECHNICAL DIRECTION (DLA ENERGY FEB 1992) .....	69
H-0002-H11 GUARD SERVICE (DLA ENERGY MAR 1982) .....	69
H-0003 - H19.01 REPORTING AND CONTAINING OIL SPILLS (OVERSEAS STORAGE) (DLA ENERGY JAN 1982) .....	69
<b>SECTION I – CONTRACT CLAUSES .....</b>	<b>70</b>
FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016) .....	70
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) .....	72

<b>FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)</b>	75
<b>ADDENDUM 1 TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS</b>	81
<b>52.243-1 CHANGES -- FIXED PRICE (AUG 1987) ALT I (APR 1984)</b>	82
<b>ADDENDUM 2 TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS - 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)</b>	82
<b>FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2020)</b>	83
<b>FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)</b>	92
<b>FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</b>	92
<b>52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)</b>	92
<b>FAR 52.229-13 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (NOV 2020)</b>	94
<b>FAR 52.232-1 PAYMENTS (APR 1984)</b>	95
<b>FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</b>	95
<b>DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)</b>	96
<b>DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)</b>	97
<b>DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)</b>	97
<b>DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)</b>	98
<b>DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)</b>	98
<b>DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)</b>	99
<b>DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)</b>	99
<b>DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)</b>	105
<b>DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)</b>	105
<b>DFARS 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)</b>	110
<b>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 (MAY 2019)</b>	110
<b>DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)</b>	110
<b>DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)</b>	115
<b>DFARS 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)</b>	118
<b>DFARS 252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUN 2016)</b>	118

<b>DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)</b>	<b>121</b>
<b>DFARS 252.229-7001 TAX RELIEF BASIC (APR 2020)</b>	<b>122</b>
<b>DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)</b>	<b>123</b>
<b>DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)</b>	<b>123</b>
<b>DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)</b>	<b>124</b>
<b>DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)</b>	<b>124</b>
<b>DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATION (DEC 1991)</b>	<b>125</b>
<b>DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)</b>	<b>125</b>
<b>DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)</b>	<b>126</b>
<b>DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)</b>	<b>126</b>
<b>DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-O0004) (FEB 2020)</b>	<b>127</b>
<b>DFARS 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)</b>	<b>128</b>
<b>DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)</b>	<b>129</b>
<b>DLAD 52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015)</b>	<b>134</b>
<b>I-0001-I1.01-4 DEFINITIONS (CONT'D)(STORAGE) (DLA ENERGY JUNE 2009)</b>	<b>138</b>
<b>I-0002-I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DLA ENERGY FEB 1996)</b>	<b>140</b>
<b>I-0003-I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DLA ENERGY JAN 2012)</b>	<b>141</b>
<b>I-0004-I116.01 LIABILITY FOR FUEL SPILLS (DLA ENERGY JAN 2012)</b>	<b>142</b>
<b>I-0005- I119.04 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD (DLA ENERGY AUG 2017)</b>	<b>142</b>
<b>I-0006-I147 DEMURRAGE (DLA ENERGY NOV 1989)</b>	<b>148</b>
<b>I-0007-I180.02 ENVIRONMENTAL PROTECTION (STORAGE) (DLA ENERGY JAN 2012)</b>	<b>148</b>
<b>I-0008-I291 CONTRACTOR PUBLIC KEY INFRASTRUCTURE (PKI) IMPLEMENTATION (SEP 2009)</b>	<b>149</b>
<b>SECTION J – LIST OF ATTACHMENTS</b>	<b>149</b>
<b>SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS</b>	<b>150</b>
<b>FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)</b>	<b>150</b>
<b>FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)</b>	<b>151</b>

<b>FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)</b>	151
<b>FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)</b>	152
<b>FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)</b>	153
<b>FAR 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)</b>	155
<b>FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)</b>	156
<b>FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (NOV 2015)</b>	158
<b>FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)</b>	159
<b>FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)</b>	161
<b>FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)</b>	162
<b>FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)</b>	164
<b>FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OF A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)</b>	165
<b>FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2020) ALT I (OCT 2014)</b>	166
<b>FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)</b>	185
<b>52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATIONS (JUN 2020)</b>	186
<b>DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DoD OFFICIALS (NOV 2011)</b>	188
<b>DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)</b>	188
<b>DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)</b>	189
<b>DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)</b>	189
<b>DFARS 252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)</b>	192
<b>DLAD 52.233-9001 DISPUTES-AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)</b>	193
<b>K-0001-K15 RELEASE OF PRICES (DLA ENERGY MAR 2009)</b>	193
<b>K-0002-K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007)</b>	194
<b>K-0003-K150 WIDE AREA WORKFLOW (WAWF) SUPPLEMENTAL INVOICE SUBMISSION (DLA ENERGY MAY 2014)</b>	194



<b>SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS .....</b>	<b>195</b>
FAR 52.212-1 INSTRUCTIONS TO OFFERORS –COMMERCIAL ITEMS (JUN 2020),.....	195
FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) .....	198
FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) .....	198
FAR 52.216-1 TYPE OF CONTRACT (APR 1984).....	198
FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	198
FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	198
FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) .....	199
L-0001-L1.02 PROPOSAL ACCEPTANCE PERIOD (DLA ENERGY NOV 1991) .....	199
L-0002- L2.11-4 E-MAIL PROPOSALS (DLA ENERGY OCT 2010) .....	199
L-0003-L116.01 DATA REQUIREMENTS (STORAGE) (DLA ENERGY JAN 2013) .....	200
<b>SECTION M – EVALUATION FACTORS FOR AWARD .....</b>	<b>201</b>
FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014). .....	201
FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990) .....	207
M-0001-M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY APR 1997) .....	207

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

**B-0001-B34.01 SERVICES TO BE FURNISHED AND PRICES (DLA ENERGY FEB 1991)**

See Section M, FAR 52.212-2, Evaluation of Factors for Award, Price Factor 3 for evaluation methodology concerning all price proposals. Reference Attachment V for price proposal form.

The services to be furnished during the period specified herein and the unit prices are as follows:

**BASE PERIOD**

**CONTRACT LINE ITEM 0001 – OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) STORAGE SERVICES, V20000404: (FIRM-FIXED-PRICE)**

The Contractor shall provide OCONUS COCO bulk fuel service capabilities in accordance with (IAW) the Performance Work Statement (PWS) (Section C, Attachment I of this solicitation) and all other terms and conditions set forth herein, during the base period of **May 1, 2021 through April 30, 2024 (3 years)**.

AREA(S) OF CONSIDERATION: Kabul, Afghanistan

**LINE ITEM 0001**

TANK NO.	PRODUCT TYPE	SHELL CAPACITY (BARRELS)	FILL CAPACITY (BARRELS)	OCONUS COCO STORAGE SERVICES (MONTHLY USE COCO CHARGE) <sup>1</sup>	ANNUAL STORAGE USE CHARGE	TOTAL PRICE (3 YEARS)
				\$	\$	\$
	Dedicated Line Fill					
<b>TOTAL PRICE:</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>

IAW the PWS, a storage (fill) capacity of 43,000 barrels of F34 is required. Monthly and Annual Storage Charges shall be based on this quantity. Additionally, Monthly Usage prices when multiplied by 12 months should equate to the Annual Storage Usage Charge as stated in the

<sup>1</sup> Includes initial & final shipment price. In the event of a partial month, the monthly price will be prorated.

above chart. All dedicated line fill (if applicable) should be captured on a separate line above notated as “Dedicated Line Fill.” The Government shall have the right to utilize the total Fill Capacity of the above identified tanks at no increase to the offered storage charges.

IAW DLA Energy Quality Assurance Provision (QAP) E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY FEB 2017), tanks required to be cleaned/inspected at the contractor’s expense shall be removed from/returned to revenue at a prorated amount. Prorated daily reductions/additions to line item 0001 (OCONUS COCO Storage Services) for utilization during the month in which the tank is removed from/returned to revenue for cleaning/inspection for each tank offered should be annotated in the chart below:

Tank	Monthly OCONUS COCO Storage Service Price	Annual Storage Use Charge	Daily Reduction/Addition Per Tank When Removed From/Returned To Revenue IAW E18
	\$	\$	\$

NOTE: For each full calendar month a tank is out of service and removed from revenue, line item 0001 shall reflect a reduction to \$0.00 for the subject tank. If alternate tankage was not offered under E18 and will not be utilized when cleaning/inspection occurs, the rates in the above chart will be utilized when subject tank is out of service. Rates above shall be determined for each tank offered under line item 0001 by utilizing the following formula:

$$\frac{\text{Monthly OCONUS COCO Storage Service Price} * 12 \text{ Months}}{365 \text{ Days}} = \text{Daily Reduction/Addition}$$

If alternate tankage is offered IAW DLA Energy QAP E18, include shell/fill capacities in the offer. QAP E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY FEB 2017) is not an evaluated price factor.

**LINE ITEM 0002 (3-YEAR OPTION) – V2000404 OCONUS COCO Storage Services:**  
(FIRM-FIXED-PRICE)

The Contractor shall provide OCONUS COCO bulk fuel service capabilities in accordance with the PWS (Section C, Attachment I of this solicitation) and all other terms and conditions set forth herein, during the base period of **May 1, 2024 through April 30, 2027 (3 years)**.

AREA(S) OF CONSIDERATION: Kabul, Afghanistan

**LINE ITEM 0002**

TANK NO.	PRODUCT TYPE	SHELL CAPACITY (BARRELS)	FILL CAPACITY (BARRELS)	OCONUS COCO STORAGE SERVICES (MONTHLY USE COCO CHARGE) <sup>2</sup>	ANNUAL STORAGE USE CHARGE	TOTAL PRICE (3 YEARS)
				\$	\$	\$
	Dedicated Line Fill					
<b>TOTAL PRICE:</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>

IAW the PWS, a storage (fill) capacity of 43,000 barrels of F34 is required. Monthly and Annual Storage Charges shall be based on this quantity. Additionally, Monthly Usage prices when multiplied by 12 months should equate to the Annual Storage Usage Charge as stated in the above chart. All dedicated line fill (if applicable) should be captured on a separate line above notated as “Dedicated Line Fill.” The Government shall have the right to utilize the total Fill Capacity of the above identified tanks at no increase to the offered storage charges.

IAW DLA Energy QAP E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY FEB 2017), tanks required to be cleaned/inspected at the contractor’s expense shall be removed from/returned to revenue at a prorated amount. Prorated daily reductions/additions to line item 0002 (OCONUS COCO Storage Services) for utilization during the month in which the tank is removed from/returned to revenue for cleaning/inspection for each tank offered should be annotated in the chart below:

Tank	Monthly OCONUS COCO Storage Service Price	Annual Storage Use Charge	Daily Reduction/Addition Per Tank When Removed From/Returned To Revenue IAW E18
	\$	\$	\$

NOTE: For each full calendar month a tank is out of service and removed from revenue, line item 0002 shall reflect a reduction to \$0.00 for the subject tank. If alternate tankage was not

<sup>2</sup> Includes initial & final shipment price. In the event of a partial month, the monthly price will be prorated.

offered under E18 and will not be utilized when cleaning/inspection occurs, the rates in the above chart will be utilized when subject tank is out of service. Rates above shall be determined for each tank offered under line item 0002 by utilizing the following formula:

$$\frac{\text{Monthly OCONUS COCO Storage Service Price} * 12 \text{ Months}}{365 \text{ Days}} = \text{Daily Reduction/Addition}$$

If alternate tankage is offered IAW QAP E18, include shell/fill capacities in the offer. QAP E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY FEB 2017) is not an evaluated price factor.

**Local Clearances/National Notification Requirements:** Contractor shall provide a detailed chart of all required or applicable country, national, federal, regional, state or local government or authority permits, licenses, notifications, clearances and filings, and any and all costs/fees required for or related to the purposes of receiving and issuing US Government owned products at their facilities. All cost shall be included in CLIN 0001 and 0002.

### **SECTION C - SPECIFICATIONS/SOW/SOO/PWS**

The Performance Work Statement (PWS) is incorporated by reference as if fully set forth herein. Refer to Attachment I of this solicitation.

#### **C-0001-C19.01 SECURITY AND FIRE PROTECTION (DLA ENERGY AUG 1988)**

- (a) The entire facility shall be enclosed by a fence suitable to deter unauthorized access. The fence shall be fitted with gates that may be padlocked when not in use.
- (b) A method of visitor and entrance control will be in effect. A visitor register shall be maintained.
- (c) An internal, self-powered communication system linking all critical points of the facility, capable of serving both as an alarm system and for conduct of terminal operation, will be in use.
- (d) A water supply and firefighting equipment conforming to National Fire Protection Association and American Petroleum Institute standards will be maintained. At locations outside the United States, other standards may be used with prior approval of the Contracting Officer.
- (e) In the event of an emergency at a CONUS COCO terminal, the Contractor shall seek the assistance of the following as appropriate: local ambulance service; local fire department; local, county, and State police; regional office of the Federal Bureau of Investigation; Secret Service; U.S. Marshal's Service; and the Federal Emergency Management Agency.

#### **C-0002-C19.04 REMOVAL OF WATER BOTTOMS (DLA ENERGY FEB 1998)**

Storage tanks for DLA Energy use shall be equipped with positive water sumps for removal of all water bottoms. All storage tanks shall be drained of water a minimum of once each week and whenever storage tank gauging indicates water is present. (Weekly water drainage is necessary

because the datum plate may not necessarily be the low point in the storage tank. Water could possibly accumulate below the datum plate and not show up in the gauging process.) Additionally, all storage tanks shall be drained of water prior to any transfer of fuel and after a minimum of 4 hours or maximum of 24 hours settling time following each product receipt. Storage tanks equipped with floating roofs shall be gauged for water after each rain and drained if water is found present. Product and water levels shall be gauged before and after the draining of water. Water gauges of each storage tank shall be taken and recorded each time it is gauged for product. (Each storage tank shall be equipped with a fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s). This system shall have the capability to return separated product back into the same storage tank.)

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **FAR 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)**

(a) *Definitions. Services*, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

**DLA ENERGY QUALITY ASSURANCE PROVISIONS (QAPS)**

The Quality Assurance Provisions pertaining to the inspection offices, nonconforming supplies and services, and material inspection and receiving reports are incorporated by reference as if fully set forth herein and located in Attachment II of this solicitation.

**SECTION F – DELIVERIES OR PERFORMANCE**

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or  
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable

costs resulting from the stop-work order.

(End of clause)

**F-0001-F1.04 GENERAL RECEIVING AND STORING CONDITIONS (DLA ENERGY DEC 2017)**

- (a) Notice will be furnished to the Contractor of upcoming product receipts. The notice will include the method of receipt, the source, grade, or type of product, and any special instructions.
- (b) The Contractor shall transfer and store each grade of product in a manner that preserves the quality of the product and will prevent contamination. The responsibility for preventing contamination rests with the Contractor.
- (c) When requested, the Contractor will transfer product between tanks to consolidate like types or grades.
- (d) Whenever a product is to be removed from a tank to accomplish cleaning or repair of the tank, or to change product, or to effect the release of the tank to the Contractor, the Contractor shall strip such tank to preclude loss of recoverable fuel. The Contractor shall provide the Quality Assurance Representative (QAR) with information pertaining to the amount of fuel deemed unrecoverable, the reason why the fuel cannot be recovered, and an analysis of the unrecovered fuel quality. All unrecoverable tank bottoms/line fill quantities will be reported to the Property Administrator for disposition instructions. Contaminated/off-specification product will be reported to the QAR in order to obtain disposition instructions. Tanks out of service for repair shall be removed from revenue until such time as they are returned to Government Service. Tanks out of service for cleaning shall be governed by the INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS contract provision.
- (e) Custody of product received by pipeline, and risk of loss thereof, shall pass from the carrier to the Contractor when the product passes the flange connecting the carrier's pipeline and the Contractor's pipeline.
- (f) Custody of product received by transport truck, and risk of loss thereof, shall pass from the carrier to the Contractor when the product passes from the transport truck discharge hoses into the Contractor's receiving facilities.
- (g) Custody of product received by tank car, and risk of loss thereof, shall pass from the carrier to the Contractor when the tank car comes to rest on the Contractor's siding.
- (h) Custody of product received from tanker or barge, and risk of loss thereof, shall pass from the carrier to the Contractor when the fuel passes the vessel's permanent hose connection.
- (i) The Contractor shall be held accountable for demurrage charges arising from delay(s) in receipt by tank cars or transport trucks, except when the delay(s) are caused by reason beyond the control and without the fault or negligence of the Contractor and its subcontractors.
- (j) The Contractor will prepare and process the following certificate on bond paper when it is necessary to upgrade or downgrade a product:

I certify that \_\_\_\_\_ gallons of \_\_\_\_\_ have been



upgraded/downgraded

(quantity)

(product)

from \_\_\_\_\_ to \_\_\_\_\_. This action was  
required because

(product)

(product)

\_\_\_\_\_  
(enter reason for the action)

\_\_\_\_\_  
Signature of Contractor Representative

☐ I concur with the Contractor's certification.

☐ I do not concur with the Contractor's certification for the following reasons:

\_\_\_\_\_  
Signature of Quality Representative

(A receipt transaction will be reflected on the monthly stock report for the gain in  
product, with  
a shipment being reflected for the losing product.)

(k) The following subparagraphs apply only to barges and tankers.

**(1) SCHEDULED ARRIVAL DATE AND BASIC ALLOWED LAYTIME.**

(i) The Contractor shall be notified in advance of the scheduled arrival date.

Each notice will specify the quantity to be delivered, the cargo number, the name of the vessel, and the scheduled arrival date. For tankers, the notice will also include the size of the vessel and the expected time of arrival. For tankers, the notice of delivery will be furnished at least 72 hours in advance of the scheduled arrival date; for barges, at least 48 hours in advance of the scheduled arrival date. The Government will provide the maximum notice practicable when the anticipated vessel transit time from the loading point is less than the 72/48 hours. Changes in the scheduled arrival date that will provide less than the 48 hours notice for barges and the 72 hours notice for tankers will require the verbal approval of the Contractor. This verbal approval is to be confirmed in writing as soon as practicable.

(ii) The Contractor shall provide a reachable berth, free of charge, where the vessel can be safely moored and afloat with necessary access thereto as soon as possible, but no later than, for barges, within 3 hours after issue of notice of readiness to unload, and, for tankers, within 6 hours after issue of notice of readiness, PROVIDED --

(A) If the vessel is tendered for unloading on a date earlier than the last agreed scheduled arrival date, the Government's vessel shall be unloaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or, for barges, 3:00 A.M. local time; for tankers, 6:00 A.M. local time, on the last agreed scheduled arrival date, whichever occurs first.

(B) If the vessel is tendered for unloading later than 12:00 noon of the day following the last scheduled arrival date, the vessel shall be unloaded in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith

effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available.

(iii) Laytime shall commence either (A) at the expiration of the notice period prescribed in subparagraph (ii) above, berth or no berth, or (B) immediately when the vessel moors alongside, with or without notice of readiness, whichever occurs first.

(iv) Laytime, once started, shall continue 24 hours per day, 7 days per week, without interruption, from its commencement until unloading of the barge or tanker is completed and hoses have been disconnected.

(v) Unless otherwise provided in the Schedule, the Contractor shall be allowed and will complete unloading within laytime determined as follows:

(A) **FOR BARGES:** One hour for each 2,000 barrels of product to be unloaded.

(B) **FOR TANKERS:** Thirty-six hours of discharge of a full vessel cargo. When partial vessel cargoes are to be unloaded, the 36 hours will be prorated based on quantities discharged in each port.

(vi) Hoses and loading arms for unloading a barge or tanker will be furnished, connected, and disconnected by the Contractor.

**(2) INCREASES TO BASIC ALLOWED LAYTIME.**

(i) If, after laytime commences, the conditions or facilities of the barge or tanker to be unloaded do not permit unloading, basic allowed laytime shall be increased by the duration of the delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, basic allowed laytime shall be increased by the duration of the delay.

(iii) If the vessel owner's or operator's regulations prohibit unloading at any time after laytime has commenced, the lost time shall be added to the basic allowed laytime.

(iv) If, for any reason, the Contractor is delayed in unloading the barge or tanker because of actions of a Government representative, acting under the contract, that arise through no fault or negligence on the part of the Contractor or its subcontractors, basic allowed laytime shall be increased by the duration of the delay.

(v) There will be no increase to basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings/discharges.

(vi) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing the basic allowed laytime by one half of the delay time.

**(3) PAYMENT OF DEMURRAGE.** For all hours of laytime which elapse in excess of the basic allowed laytime for unloading provided for by subparagraph (k)(1)(v), or as otherwise provided in the Schedule, the Contractor shall pay demurrage to the Government as follows:

(i) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded computed to the nearest whole hour as published by the Military Sealift Command and in effect on the date the loading of the vessel is completed.

(ii) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the demurrage expense incurred by the Government under the Charter.

**F-0002-F1.05 GENERAL SHIPPING CONDITIONS (DLA ENERGY OCT 1997)**

(a) The Contractor will prepare the inspection and shipment documents covering deliveries made from the terminal in accordance with instructions contained in the Documentation and Product Property Control Plan. Normally, the document will consist of DD Form 250 for tank car, tank truck, pipeline, and packaged shipments, and DD Form 250-1 and ullage/innage reports

in the case of barge and tanker shipments. The Contractor will distribute the DD Forms 250 and the Quality Representative (QR) will distribute the DD Forms 250-1. When the QR is not present for release or shipment of product inspected at these facilities, and the Contractor's quality control program has been approved by the responsible Government Quality Office in accordance with paragraph 246.471 of the DOD FAR Supplement, the Contractor will insert the following certification on the inspector's copy of the shipping documents:

"I certify that the above supplies were (a) in the quantity indicated, (b) taken from Government-owned and approved stocks and (c) loaded into inspected and approved containers. This shipment was released in accordance with paragraph 246.471-2 of the DoD FAR Supplement under authorization of (NAME and TITLE OF THE AUTHORIZED REPRESENTATIVE OF THE CONTRACT ADMINISTRATION OFFICE) in a letter dated (DATE OF AUTHORIZING LETTER). (SIGNATURE AND TITLE OF CONTRACTOR'S DESIGNATED REPRESENTATIVE)."

(b) Shipment of products hereunder will be made only pursuant to a "release" furnished by the Product Property Administrator or his designated representative. The "release" will indicate the consignees who are authorized to issue "calls" or "orders" for shipment of product. Such "release" will be periodically furnished to the Contractor by the cognizant Product Property Administrator.

(c) Conveyances required for shipments shall be furnished or designated by the Government. The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel. Equipment found to be unsatisfactory shall be reported as follows: (1) TANKERS AND BARGES. Report immediately by telephone to the QR; if not present, the master of the tanker or barge or to the carrier's agent or general office; (2) TANK CARS. Report to the QR and by wire (Government Rate, Collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Brooklyn, NY 11250. Any shortage or overage of tank cars shall be similarly reported; (3) TRANSPORT TRUCKS. Contractor shall expeditiously report to the Traffic Manager of the appropriate Defense Fuel Region, Government QR, and to the carrier's terminal where equipment is domiciled.

(d) Except when loading barges or tankers, or making pipeline deliveries, strainers of 100 mesh or finer shall be utilized in loading aviation fuels, jet lubricating oil, and 60 mesh or finer in the case of reciprocating engine oil. Strainers shall be located as near the loading point as practicable. Contractor shall furnish, periodically inspect, clean such strainers, and repair same, if necessary, keeping a written record thereof.

(e) Contractor shall affix serially numbered seals to the dome covers of tank cars and all openings in the case of tank trucks in such a manner that entry could only be gained by breaking a seal. The Contractor will furnish such seals. Seal numbers will be indicated on

shipping documents.

(f) Placards, as required by 49 CFR 172.506 and 49 CFR 172.508, shall be furnished and affixed to all tank cars and tank trucks by Contractors unless placards are already affixed.

**(g) FOR TANK CARS ONLY.**

(1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish the information to the Defense Fuel Regional Office upon request.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

(h) Unless otherwise directed, the Contractor shall prepare and distribute Government bills of lading utilized in shipments. Such bills of lading, routing instructions, and transportation assistance will be furnished by the Defense Fuel Region placing orders.

(i) The Contractor shall comply with routing instructions furnished by the Government. Such instruction will include names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailer, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall provide sufficient advance notice to carriers and schedule the carrier's equipment for loading. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(j) Custody of product shipped by pipeline, and risk of loss thereof, shall pass from the Contractor to the carrier when the product passes the flange connecting the Contractor's pipeline and the carrier's pipeline.

(k) Custody of product shipped by transport truck, and risk of loss thereof, shall pass from the Contractor to the carrier when the loaded transport truck is released for shipment by the Contractor.

(l) Custody of product shipped by tank car, and risk of loss thereof, shall pass from the Contractor to the carrier when the loaded tank car is picked up by the carrier.

(m) Custody of product delivered to tanker or barge, and risk of loss thereof, shall pass from the Contractor to the carrier when the fuel passes the vessel's permanent hose connection.

(n) The Contractor shall be held accountable for demurrage charges arising from delay(s) in shipment by tank cars and transport trucks except when those delays are caused by reasons

beyond the control and without the fault or negligence of the Contractor and its subcontractors.

(o) The following subparagraphs only apply to barges and tankers.

**(1) SCHEDULED ARRIVAL DATE AND BASIC ALLOWED LAY TIME.**

(i) Notice shall be furnished to the Contractor in advance of the date on which loading is to be made, which date is hereinafter referred to as the "Scheduled Arrival Date." Each notice will specify the quantity to be loaded, the cargo number, and name of the vessel and the scheduled loading date. For tankers, notice will also include the size of the vessel and the expected time of arrival. Notice of delivery will be furnished at least 72 hours in advance of the scheduled arrival date for tankers, and at least 48 hours in advance of the scheduled arrival date for barges. When anticipated vessel transit time to the loading point is less than 72/48 hours, the Government will provide the maximum notice practicable. Any change in the scheduled arrival date of less than 48 hours' notice for barges and 72 hours' notice for tankers will require verbal approval of the Contractor, confirmed in writing.

(ii) The Contractor shall provide as soon as possible, but within 3 hours after issue of notice of readiness to load from a barge and within 6 hours after the Contractor receives notice of readiness to load from a tanker, a reachable berth, free of cost to the Government, where the vessel can be safely moored and afloat with necessary access thereto PROVIDED, however --

(A) If the vessel is tendered for loading on a date earlier than the last agreed scheduled arrival date, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and lay time shall not commence until the vessel moors alongside or, for barges, 3:00 A.M. local time; for tankers, 6:00 A.M. local time, on the last agreed scheduled arrival date, whichever occurs first.

(B) If the vessel is tendered for loading later than 12:00 noon of the day following the last scheduled arrival date, the vessel shall be loaded in its proper turn with other vessels. Lay time shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, lay time will commence at 6:00 A.M. on the date the Government vessel's turn occurred.

(iii) Lay time shall commence either (A) at the expiration of the notice period prescribed in subparagraph (ii) above, berth or no berth, or (B) immediately when the vessel moors alongside, with or without notice of readiness, whichever occurs first.

(iv) Lay time, once started, shall continue 24 hours per day, 7 days per week, without interruption, from its commencement until loading of the barge or tanker is completed and hoses have been removed.

(v) Unless otherwise provided in the Schedule, the Contractor shall be allowed and will complete unloading within lay time determined as follows:

(A) **FOR BARGES:** One hour for each 2,000 barrels of product to be loaded.

(B) **FOR TANKERS:** Thirty-six hours for load of full vessel cargo. When partial vessel cargoes are to be loaded, the 36 hours will be prorated based on quantities loaded by each supplier. The 36 hours includes allowances for routine events that occur in the loading process, such as cushioning and topping off of vessel tanks.

(vi) Hoses and loading arms for loading shall be furnished, connected, and disconnected by the Contractor.

**(2) INCREASES TO BASIC ALLOWED LAY TIME.**

(i) If, after lay time commences, the conditions or facilities of the barge or tanker to be loaded do not permit loading, basic allowed lay time shall be increased by the duration of the delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, basic allowed lay time shall be increased by the duration of the delay.

(iii) After lay time commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inserting, lay time credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

(iv) If regulations of the owner or operator of the vessel prohibit loading at any time after lay time has commenced, time so lost shall be added to basic allowed lay time.

(v) If, for any reason, the Contractor is delayed in loading the barge or tanker because of actions of a Government representative, acting under the contract, that arise through no fault or negligence on the part of the Contractor or its subcontractors, basic allowed lay time shall be increased by the duration of the delay.

(vi) There will be no increase to basic allowed lay time (nor other reductions to any resulting demurrage time) for saved lay time arising out of other loadings/discharges.

(vii) Delays, after commencement of lay time, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing the basic allowed lay time by one half of the delay time.

(3) **PAYMENT OF DEMURRAGE.** For all hours of lay time which elapse in excess of the basic allowed lay time for loading provided for by paragraph (1) above, or as otherwise provided in the Schedule, the Contractor shall pay demurrage to the Government as follows:

(i) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded computed to the nearest whole hour as published by the Military Sealift Command and in effect on the date the loading of the vessel is completed.

(ii) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the demurrage expense incurred by the Government under the Charter.

**F-0003-F1.11 DLA INTERNET BID BOARDS SYSTEM (DIBBS)(DLA ENERGY APR 2014)**

(a) Contractor Registration. Contractors must register in DIBBS to obtain a login account at <https://www.dibbs.bsm.dla.mil>. The login account will allow a contractor to register a primary and alternate email address for notifications. Contractors are strongly encouraged to establish a group email address for the primary email address for the contractor's authorized point of contacts. The registered email addresses will be the only email used by the government to make notifications.

(b) All contractors must have an active System for Award Management (SAM) account, <http://www.sam.gov> in order to register for DIBBS.

(c) The Contractor shall use DIBBS to receive orders. DLA Energy will not be using DIBBS receipt of quotes capability. All quotations, proposals, bids shall be submitted in accordance with the terms and conditions of the solicitation.

(d) Preparation and Transmission of Orders

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Only a DLA Energy warranted Contracting Officer can issue an order, either orally or in writing, against a contract. An oral order issued by the warranted Contracting Officer shall provide the required advance notice to the Contractor and the following information: **Interim order number**; contract number; item number; ceiling price; quantity; delivery location; and the required delivery and/ or service date.

(i) For all product orders, the Contractor will receive an electronically signed written order via DIBBS, within 24 hours or one business day after the warranted Contracting Officer issues an oral order.

(ii) For all service orders, the Contractor will receive an electronically signed written order via DIBBS, within five business days after issuing the oral order.

(iii) Interim order number is subject to change once the electronically signed written order is received by the contractor. The order number on the written order will take precedence over the interim order number, if different.

(iv) Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the terms and conditions of the contract.

(v) Once the order has been issued, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DLA Energy Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

#### **F-0004-F1.14 DETERMINATION OF QUANTITY (STORAGE)(DLA ENERGY NOV 1997)**

The total gallonage received into or shipped from the Contractor's facilities shall be determined as follows:

(a) **RECEIPTS OR SHIPMENTS OF CRUDE AND FUELS OTHER THAN RESIDUAL FUELS** (by transport truck of 3500 gallons or less) (truck and trailer combination when delivering same product will be considered as one container or conveyance). On an actual gallonage basis, without temperature correction.

(b) **RECEIPTS OR SHIPMENTS OF RESIDUAL FUELS** (in excess of 3500 gallons of crude or other fuels by tank car or transport truck). On a gallonage basis corrected to 60°F.

(c) **RECEIPTS OR SHIPMENTS BY TANKER OR BARGE OR PIPELINE.** On a gallonage basis corrected to 60°F. Quantities shipped or received will be determined on the basis of shore tanks or tender gauges taken by the Contractor and authenticated by the Quality Representative (QR). The ship or carrier's representative may participate in these determinations. During the gauging of shore tanks, the tanker, barge, or carrier's representative



may participate in the quantity determinations, and, in the case of tanker/barge shipments or receipts, the Contractor may participate in the operations on board the tanker or barge which are required to determine the quantity of product in the tanker or barge cargo tanks.

(d) In the case of receipts, the Contractor shall sign the bill of lading and other related documents for the actual quantity received as determined above. When requested by the QR, the Contractor shall investigate losses or gains in connection with receipts or shipments to determine if the cause is at the Contractor's facility.

(e) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. In addition, the following specific standards will be the referee method.

(1) **API MPMS Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1).** Either the printed version or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For crude oils, JP4 and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives, use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meter at 15 degrees Centigrade to barrels at 60 degrees Fahrenheit. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS Chapter 4, Providing Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulations (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter.

(f) In addition to gauging of storage tanks to determine quantities issued or received, the Contractor will gauge each active storage tank daily and each inactive storage tank weekly and compute physical inventories of the purpose of detecting loss of products.

**F-0005-F45.01 OPERATION OF CONDUCTIVITY ADDITIVE SYSTEM (DLA ENERGY JAN 2014)**

(a) As required by the Government, the Contractor shall store, maintain, and inject Government-furnished conductivity additive. The requirements for injection capability during receipts, issues, and internal transfers shall be determined by the Government on a facility-by-facility basis. Procedures in the Quality Control Plan (QCP) pertaining to the injection of conductivity additive shall include a method for determining the amount of additive required to ensure delivery of the end product meeting the applicable aviation fuel conductivity specification requirements or as requested by the authorized Government Representative. The Contractor is responsible for monitoring the conductivity injection operation to ensure homogeneity of the end product.

(b) The Contractor's conductivity additive injection system shall be equipped with the following, as a minimum:

(1) The capability to line inject conductivity additive at the rate of 0 to 114 gallons per hour at a maximum discharge pressure of 100 pounds per square inch. At the Contractor's option, either a proportionating pump or other appropriate in-line injection system may be used.

(2) Blending tank(s) constructed of stainless steel or other material recommended by the additive manufacturer, with a capacity of at least 100 gallons each.

(c) The Government may also require the Contractor to purchase conductivity additive. In such cases, the conductivity additive shall be purchased in accordance with the requirements in the applicable aviation fuel specification. The Government shall reimburse the Contractor for direct out-of-pocket costs incurred in acquiring this additive, provided the following is satisfied. All invoices shall be--

(1) Supported by adequate evidence to properly reflect the Contractor's actual out-of-pocket costs;

(2) Certified by the authorized Government Representative with respect to quality and quantity of materials furnished; and

(3) Forwarded to the Contracting Officer for approval.

(d) Title to the conductivity additive purchased by the Contractor shall pass to and rest with the Government upon delivery of product and acceptance by the Government Representative. Acceptance shall be based upon verification of quantity and specification conformance. After product acceptance, the Government Representative shall notify the Contracting Officer of that acceptance.

(e) The additive shall be stored in a sheltered area, protected from the weather, in accordance with local codes.

**F-0006-F45.03 OPERATION OF FUEL SYSTEM ICING INHIBITOR ADDITIVE  
SYSTEM CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) (DLA  
ENERGY JAN 2014)**

(a) As required by the Government, the Contractor shall store, maintain, and inject Government-furnished High Flash Fuel System Icing Inhibitor (FSII) conforming to Specification MIL-DTL-85470B, Notice 1, dated March 24, 2004. The Government may also require the Contractor to purchase High Flash FSII (in bulk or 55-gallon drums) conforming to the above specification. In such a case, the Government shall reimburse the Contractor for direct out-of-pocket costs incurred in the acquisition of the additive in accordance with the WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS clause. Title to such FSII shall pass from the Contractor to the Government upon delivery of the product and acceptance by the authorized Government Representative. Acceptance shall be based upon verification of quantity and specification conformance. After product acceptance, the Government Representative shall notify the Contracting Officer of that acceptance.

(b) The Contractor shall maintain and operate an in-line additive injection system capable of uniformly injecting FSII into aviation turbine fuel at concentration levels ranging from 0.01 to 0.15 volume percent. The injection system shall be capable of automatically adjusting to changes in product flow rates at the point of injection and include a calibrated meter for determining the amount of additive injected. The requirements for injection capability during receipts, issues, and internal transfers shall be determined by the Government on a facility-by-facility basis.

(c) Bulk FSII storage systems shall be configured to minimize the introduction of moisture. Any proven industry system design utilized to maintain acceptable moisture limits in accordance with the product specification may be used. Two acceptable designs are (1) the use of gaseous nitrogen to blanket the product, or (2) a desiccating/drying device installed in the ventilation system of the tank. The use of carbon dioxide (CO<sub>2</sub>) is prohibited. The bulk storage tank shall have a capacity of at least 8,000 gallons, and shall be constructed of stainless steel or other material recommended by the additive manufacturer. The Government may require the Contractor to use drums or, for overseas use only, intermodal containers (IMCs), in lieu of bulk storage tanks. In such cases, drums and IMCs must be stored in a sheltered area protected from the local weather. When an IMC is used as a bulk storage tank, it shall be subject to the moisture control requirements cited above. All FSII shall be handled and stored in accordance with all applicable environmental and fire regulations. Reference the SERVICES TO BE FURNISHED contract text for a description of storage tank requirements specific to each facility.

(d) During any additive injection within the facility, the Contractor is responsible for

assuring that the FSII concentration for Government-owned aviation fuel conforms to the applicable aviation fuel specification. The injection system shall be adjusted to target a homogenous FSII concentration in the middle range of the limits stated in the applicable aviation fuel specification for all grades of Government-owned aviation fuel, unless otherwise directed by the Government Representative or Contracting Officer. Without limiting the Government's right to test its product at any time or any place, the Government specifically reserves the right to test each compartment of the shipping conveyances to ensure that the FSII concentrations conform to the limits stated in the applicable aviation fuel specification. Notwithstanding the Government's right to test, the Contractor shall comply with inspection and testing requirements stated in the contract and is responsible for ensuring that FSII concentrations of the aviation fuel loaded into shipping conveyances conform to the specification.

(e) The Government may require the Contractor to fill special orders for aviation fuel with FSII levels above or below the limits stated in the applicable aviation fuel specification.

(f) All procedures related to the operation of the above additive system shall be incorporated into the Quality Control Plan required by the contract.

**F-0007- F45.04 OPERATION OF CORROSION INHIBITOR/LUBRICITY IMPROVER  
ADDITIVE SYSTEM, CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO)  
(DLA ENERGY JAN 2014)**

(a) As required by the Government, the Contractor shall purchase, store, maintain, and inject Corrosion Inhibitor/Lubricity Improver (CI/LI) additive, in accordance with MIL-PRF-25017H Amendment 1, dated 4 Aug 2011, as directed by the government, and shall add it in the type and concentration cited within the Qualified Products Database (QPD). To locate this information: (1) Go to the ASSIST Quick Search website (URL <http://quicksearch.dla.mil>), (2) type "QPL-25017" in the Document ID field and press the submit button, (3) click the QPL-25017 search result under Document ID, and (4) click the "Qualification" link located in the upper right side of the webpage to be directed to QDS-25017. The National Stock Number (NSN) for Corrosion Inhibitor/Lubricity Improver is 6850-00-292-9780 (55 gal drum). The requirements for injection capability during receipts, issues, and internal transfers shall be determined by the Government on a facility-by-facility basis. Procedures in the Quality Control Plan (QCP) pertaining to the injection of CI/LI shall include a method for determining the amount of additive required to ensure delivery of end product meeting the applicable aviation fuel specification requirements or other requirements as directed by the authorized Government Representative. The Contractor is responsible for monitoring the CI/LI injection operation to ensure homogeneity of the end product.

(b) The Government shall reimburse the Contractor only for direct out-of-pocket costs incurred in acquiring this additive provided the following is satisfied. All invoices shall be

(1) Supported by adequate evidence to properly reflect the Contractor's actual out-of-pocket costs;

(2) Certified by the authorized Government Representative with respect to quality and quantity of materials furnished; and

(3) Forwarded to the Contracting Officer for approval.  
Title to the corrosion inhibitor purchased by the Contractor shall pass to and rest with the

Government upon delivery of product and acceptance by the Government Representative. Acceptance shall be based upon verification of quantity and specification conformance. After product acceptance, the Government Representative shall notify the Contracting Officer of that acceptance.

(c) The Contractor's CI/LI injection system shall be, as a minimum, equipped with the following:

(1) The capability to line inject the additive within the minimum effective and maximum allowable concentration range for the applicable approved additives indicated in paragraph (a) above, and;

(2) Blending tank(s) constructed of stainless steel or other material recommended by the additive manufacturer, with a capacity of at least 100 gallons each.

(d) The Government may, at its option, purchase and provide CI/LI and the Contractor is required to provide for its storage and injection as directed above.

(e) The additive shall be stored in a sheltered area, protected from the weather, in accordance with local codes.

**F-0008-F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS  
(STORAGE)(DLA ENERGY DEC 1991)**

During the contract period **May 1, 2021** through **April 30, 2024**, the Contractor shall provide petroleum storage facilities and services at the following location:

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City/State/Zip)

**SECTION G – CONTRACT ADMINISTRATION DATA**

**FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR  
AWARD MANAGEMENT (OCT 2018)**

(a) *Method of payment.*

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM.

(End of clause)

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

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

“Contract financing payment” means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

- (i) Advance payments;
- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

“Electronic form” means any automated system that transmits information electronically from the initiating system to affected systems.

“Invoice payment” means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and



(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

“Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

“Receiving report” means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit

payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

**NOT APPLICABLE**

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

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

**INVOICE 2-IN-1 (SERVICES ONLY)**

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SPE603
Admin DoDAAC**	SPE603
Inspect By DoDAAC	SJ0629; EXTENSION: OSCOCO
Ship To Code	NOT APPLICABLE
Ship From Code	NOT APPLICABLE
Mark For Code	NOT APPLICABLE
Service Approver (DoDAAC)	NOT APPLICABLE
Service Acceptor (DoDAAC)	SPE603; EXTENSION: OSCOCO
Accept at Other DoDAAC	NOT APPLICABLE
LPO DoDAAC	NOT APPLICABLE
DCAA Auditor DoDAAC	NOT APPLICABLE
Other DoDAAC(s)	NOT APPLICABLE

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

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

(g) *WAWF point of contact.*

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

**DLA ENERGY HELP DESK EMAIL: bsme.helpdesk@dla.mil**

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

(End of clause)

**DFARS 252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)**

(a) *Definition.* Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

**G-0001-G3 INVOICE NUMBERING REQUIREMENTS (DLA ENERGY AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.



---

BENEFICIARY'S BANK SWIFT NUMBER: \_\_\_\_\_  
(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: \_\_\_\_\_

BENEFICIARY'S BANK SORT CODE: \_\_\_\_\_ (FOR BANKS IN THE  
UNITED KINGDOM ONLY)  
(6 CHARACTERS ONLY)

**(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING  
ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE \_\_\_\_\_

(e) Notwithstanding any other provision of the contract, the requirements of this contract text shall control.

**G-0004-G21 DESIGNATION OF PROPERTY ADMINISTRATOR (DLA ENERGY MAY 2009)**

The Property Administrator for product handled under the terms of the contract will be designated by the Director, Defense Logistics Agency Energy (DLA Energy).

**G-0005-G22 DESIGNATION OF THE DEFENSE FUEL REGION (DLA ENERGY JUL 1997)**

(a) (a) The Defense Fuel Region to which reference is made herein is the-- **DLA Energy Middle East**

(b) The Defense Fuel Office to which reference is made herein is the—

**DLA Energy Middle East  
ATTN: Quality Manager  
PSC 851, Box 180  
FPO AP 09834-2800  
Phone: 973-17-85-6493  
FAX: 973-17-85-4650**



- (b) The Commander of the Defense Fuel Region or his designee, appointed above, is the authorized representative of the Commander, Defense Logistics Agency Energy (DLA Energy).

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **DFARS 252.225-7975 Additional Access to Contractor and Subcontractor Records. (DEVIATION 2020-O0022) (AUG 2020)**

- (a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

### **DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022) (AUG 2020)**

- (a) The Contractor shall—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
  - (2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov)—
    - (i) Prior to subcontract award; and
    - (ii) At least on a monthly basis; and
  - (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the

contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. (ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)**

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

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities.

The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while

supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual

misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

- license;
  - (i) Hold their own identity or immigration documents, such as passport or driver's
  - (ii) Receive agreed upon wages on time;
  - (iii) Take lunch and work-breaks;
  - (iv) Elect to terminate employment at any time;
  - (v) Identify grievances without fear of reprisal;
  - (vi) Have a copy of their employment contract in a language they understand;
  - (vii) Receive wages that are not below the legal in-country minimum wage;
  - (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
  - (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
  - (ii) All CAAF deploying in support of an applicable operation—
    - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
    - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
    - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved

by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods—

(A) A Common Access Card (CAC) or a SPOT-approved digital



certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph

(e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the

provisions of the Changes clause of this contract.

(q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

**DFARS 252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017)**  
**(AUGUST 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation*. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the Attachment DARS Tracking Number 2013-O0017 Class Deviation—Contractor Demobilization contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the

timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause “Inbound / Outbound Cargo and Contractor Equipment Census.” The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

*(e) Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension. Attachment DARS Tracking Number 2013-O0017 Class Deviation—Contractor Demobilization

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee’s re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies Attachment DARS Tracking Number 2013-O0017 Class Deviation—Contractor Demobilization have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for deactivation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

**DFARS 252.232-7014 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY  
(AFGHANISTAN) (SEP 2014)**

(a) The contract resulting from this solicitation will be paid in Afghani (local currency) if the contract is awarded to a host nation vendor (Afghan), pursuant to the authority of USCENCOM Fragmentary Order (FRAGO) 09-1567 and FRAGO 10-143. Contract payment will be made in Afghani (local currency) via electronic funds transfer (EFT) to a local (Afghan) banking institution, unless an exception in paragraph (c) applies. Contracts shall not be awarded to host nation vendors who do not bank locally. If award is made to other than a host nation vendor, the contract will be awarded in U.S. dollars.

(b) Vendors shall submit quotations and offers in U.S. dollars. If the contract is awarded to an Afghan vendor, the quotation or offer will be converted to Afghani using a Government budget rate of **75.4870** Afghani per U.S. dollar.

(c) By exception, the following forms of payment are acceptable, in the following order of priority, when the local finance office determines that EFT using ITS.gov is not available:

(1) EFT using Limited Depository Account (LDA).

(2) Check from the local finance office LDA.

(3) Local currency cash payments in Afghani (must be approved in writing by the local finance office and contracting office prior to contract award). Payments in cash are restricted to contracts when—

(i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and

(ii) The local finance office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of provision)

**CENCOM SPECIAL REQUIREMENT 5152.225-5902 FITNESS FOR DUTY AND  
MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENCOM AOR, unless a waiver is obtained in accordance with TAB C, CENCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must

be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

**CENTCOM SPECIAL REQUIREMENT 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)**

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at



<http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs

and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

**CENTCOM SPECIAL REQUIREMENT 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **Kabul, Afghanistan**. When contractor employees are in transit, all checked blocks are considered authorized. *NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.*

U.S. Citizens

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> APO/MPO/DPO/Postal Service   | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** |   |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation               |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> Military Clothing            |
| <input type="checkbox"/> Military Exchange            | <input checked="" type="checkbox"/> None          |   |
| <input type="checkbox"/> Embassy Services Kabul**     |   |   |

Third-Country National (TCN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing            |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation               |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Military Exchange            | <input checked="" type="checkbox"/> None          |   |

Local National (LN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs****                | <input type="checkbox"/> Mil Issue Equip        |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                    |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing      |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> All                    |
| <input type="checkbox"/> Military Exchange            | <input checked="" type="checkbox"/> None          |   |

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

**SPECIAL NOTE – US Embassy Afghanistan Life Support:** The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

**SPECIAL NOTE ON MILAIR – MILAIR** is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

**CENTCOM SPECIAL REQUIREMENT 5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self-discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

**CENTCOM SPECIAL REQUIREMENT 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent

practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

E-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**CENTCOM SPECIAL REQUIREMENT 5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)**

(a) U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contracts – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander’s inherent force protection (FP) authority is independent of an agency’s contracting authority, and it may not be superseded by any contractual term or provision.

(b) The prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible – and remain eligible during the entire period of contract performance to include any warrant period – for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

(c) To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the “Vendors Login” module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

(1) The offeror is required to submit a listing of all proposed subcontractors , at all tiers, to the contracting officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal. After award, the prime contractor must submit a negative response to the contracting officer at the beginning of each performance period.

(2) Failure to be approved in JCCS – and thereby be eligible for installation access at the Prime and subcontractor levels – or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply), may render the offerors/contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible

for installation access will be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

(d) Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

(End of Clause)

#### **H-0001 H9.01 TECHNICAL DIRECTION (DLA ENERGY FEB 1992)**

- (a) A DLA Energy representative other than the Contracting Officer (CO) may provide technical direction on contract performance. Technical direction includes--
- (1) Direction to the Contractor which assists him in accomplishing the Statement of Work; and
  - (2) Comments on and approval of reports or other deliverables.
- (b) When the individual providing technical direction is not the CO, he does not have the authority to issue technical direction that--
- (1) Institutes additional work outside the scope of the contract;
  - (2) Constitutes a change as defined in the CHANGES clause;
  - (3) Causes an increase or decrease in the estimated cost of the contract;
  - (4) Alters the period of performance; or
  - (5) Changes any of the other express terms or conditions of the contract.
- (c) A Contractor following such unauthorized direction may be found in breach of contract and may not be reimbursed for increased costs resulting therefrom. Only a CO may authorize changes to the contract Statement of Work.

#### **H-0002-H11 GUARD SERVICE (DLA ENERGY MAR 1982)**

- (a) In the event the Government requires guard service and/or other protective services or facilities not otherwise provided by the Contractor pursuant to the terms of this contract, the Government shall have the right--
- (1) To provide such service; or
  - (2) To require the Contractor to provide such guard service; and/or
  - (3) To require the Contractor to provide such other protective services or facilities.
- (b) The actual cost of providing said services or facilities under (2) and/or (3) above will be for the account of the Government and will be recognized by a modification to this contract.

#### **H-0003 - H19.01 REPORTING AND CONTAINING OIL SPILLS (OVERSEAS STORAGE) (DLA ENERGY JAN 1982)**

- (a) Immediately upon the discovery of a product spill, leak, or seepage involving DLA Energy owned product, the Contractor shall notify, by telephone, (1) the Quality Representative; (2) the designated Defense Fuel Region; and (3) the Administrative Contracting Officer.

(b) Immediately upon discovery of a product spill, leak, or seepage, the Contractor shall take all practicable measures available to contain and prevent further spreading of such spill, leak, or seepage. Spill prevention and control measures taken by the Contractor will be in compliance with all applicable laws and regulations.

## **SECTION I – CONTRACT CLAUSES**

### **FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2016)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.



(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the

subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2020)**

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at

paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The

Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.



(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Reserved
- (u) Unauthorized Obligations.
  - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
    - (i) Any such clause is unenforceable against the Government.
    - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
    - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
  - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**ADDENDUM 1 TO 52.212-4 CONTRACT TERMS AND CONDITIONS –  
COMMERCIAL ITEMS**

Paragraph (c) of FAR 52.212-4 is deleted and replaced with FAR 52.243-1 CHANGES FIXED –

PRICE AS FOLLOWS:

**52.243-1 CHANGES -- FIXED PRICE (AUG 1987) ALT I (APR 1984)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**ADDENDUM 2 TO 52.212-4 CONTRACT TERMS AND CONDITIONS –  
COMMERCIAL ITEMS - 52.215-8 ORDER OF PRECEDENCE – UNIFORM  
CONTRACT FORMAT (OCT 1997)**

Paragraph (s) of FAR 52.212-4 is deleted and replaced with FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997) as follows:

**52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.

- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of Clause)

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2020)**

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (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. (Jun 2020) (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).

\_\_\_ (10) [Reserved].

\_\_\_ (11)  
(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.

\_\_\_ (12)  
(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)  
(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) of 52.219-6 (15 U.S.C. 644).

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

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

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

\_\_\_ (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 (Jun 2020) (15 U.S.C. 637(d)(4)).

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

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

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

\_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9

\_\_\_ (18)  
(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

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

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (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 (Mar 2020) (15 U.S.C. 657f).

\_\_\_ (22)  
(i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (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 (Mar2020) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

\_\_\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

\_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)

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

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

\_\_\_ (31)

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

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

\_\_\_ (32)

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

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

\_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35)

(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

\_\_\_ (36) 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.)

\_\_\_ (37)

(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.)



\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40)  
(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41)  
(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.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

\_\_\_ (43)  
(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

\_\_\_ (47)  
(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

\_\_\_ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49)  
(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C.chapter83, 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.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63)

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

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

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

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

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

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

\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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 (Jun 2020) (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) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (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 (Aug2018) (41 U.S.C. chapter 67).
- (xiii)
  - (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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)
  - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) 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 (Jun 2020) (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.

(End of clause)

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **6 years.**

(End of clause)

**52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701](#)(a)(30), means—

- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31));
- and
- (5) Any trust if-
    - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
    - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [/content/part-29-taxes](#).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

#### **FAR 52.229-13 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (NOV 2020)**

(a) *Definition.* *U.S. Forces*, as used in this clause, means the entity comprising the members of the force and of the civilian component, and all property, equipment, and materiel of the United States Armed Forces present in the territory of Afghanistan.

(b) *Tax exemption.* This acquisition is covered by the Security and Defense Cooperation Agreement (the Agreement) between the Islamic Republic of Afghanistan (Afghanistan) and the United States of America signed on September 30, 2014, and entered into force on January 1, 2015.

(1) The Agreement exempts the United States Government, and its contractors and



subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed by the Government of Afghanistan on activities associated with this contract within Afghanistan if the activities are on behalf of or in support of U.S. Forces. The Agreement also exempts the acquisition, importation, exportation, reexportation, transportation, and use of supplies and services in Afghanistan, on behalf of or in support of U.S. Forces, from any taxes, customs, duties, fees, or similar charges imposed by the Government of Afghanistan.

(2) The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents.

(3) The Agreement does not exempt Afghan employees of Government contractors and subcontractors from Afghan tax laws. To the Start Printed Page 67626 extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those payments to the appropriate Afghan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

#### **FAR 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if—

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(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):

<https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
<http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

FAR 52.202-1 DEFINITIONS (JUN 2020)  
FAR 52.203-3 GRATUITIES (APR 1984)  
FAR 52.203-12 LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS (JUN 2020)  
FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER  
CONTENT PAPER (MAY 2011)  
FAR 52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR  
PERSONNEL (JAN 2011)  
FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS (JUN 2020)  
FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  
FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE  
(JUL 2016)  
FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC  
CORPORATIONS (NOV 2015)  
FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
FAR 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION  
OF CONTRACT (FEB 2000)  
FAR 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)  
FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
FAR 52.232-17 INTEREST (MAY 2014)  
FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN  
2013)  
FAR 52.233-1 DISPUTES (MAY 2014) ALT I (DEC 1991)  
FAR 52.242-13 BANKRUPTCY (JUL 1995)  
FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)  
FAR 52.245-9 USE AND CHARGES (APR 2012)  
FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(End of clause)

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

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

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

(End of clause)

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

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

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

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

**DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)**

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General

Administrative Investigations

Contractor Disclosure Program

4800 Mark Center Drive, Suite 14L25

Alexandria, VA 22350-1500

Toll Free Telephone: 866-429-8011

Website: <https://www.dodig.mil/Programs/Contractor-Disclosure-Program/>.

(End of clause)

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

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS [252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008

(available at DFARS [PGI 204.4 \(DFARS/PGI view\)](#))).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

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

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

**DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)**

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term

does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a



DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense

purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

**DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION  
FOR LITIGATION SUPPORT (MAY 2016)**

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

“Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

“Litigation support” means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

“Sensitive information” means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) *Notice of authorized disclosures.* Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) *Flowdown.* Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

**DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)**

(a) *Definitions.*

“Basic Assessment” means a contractor’s self-assessment of the contractor’s implementation of NIST SP 800-171 that—

(1) Is based on the Contractor’s review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

“Covered contractor information system” has the meaning given in the clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

“High Assessment” means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

(1) Consists of—

(i) A review of a contractor’s Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor’s system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor’s system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “High” in the resulting score.

“Medium Assessment” means an assessment conducted by the Government that—

(1) Consists of—

(i) A review of a contractor’s Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webpmsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(1) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

*(f) Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

*(g) Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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

(a) *Definition.* “Cooperative agreement holder” means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

**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 (MAY 2019)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

**DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)**

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



“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that

identifies and describes tangible Government personal property. The IUID Registry

is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS [252.211-7003](#)) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see [http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm\\_pubs.asp](http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp)).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) *Reporting Government-furnished property to the IUID Registry.* Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer’s package, box, or container, as it was received.

(c) *Exceptions.* Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because

of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) *Data for reporting to the IUID Registry.* To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) (A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual ([http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm\\_pubs.asp](http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp)).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) *Procedures for reporting of Government-furnished property.* Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) *Procedures for updating the IUID Registry.*

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

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

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

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

“End product” means supplies delivered under a line item of this contract.

"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.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

**DFARS 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)**

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

**DFARS 252.225-7039 DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUN 2016)**

(a) Definitions. As used in this clause—

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(2) Does not foreclose any contractor rights arising in law, the FAR or the terms of the contract. It does not require—

(i) The contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(3) Does not restrict the contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.



“Private security functions” means the following activities engaged in by a contractor:

(1) Guarding of personnel, facilities, designated sites or property of a Federal agency, the contractor or subcontractor, or a third party.

(2) Any other activity for which personnel are required to carry weapons in the performance of their duties in accordance with the terms of this contract.

(b) Applicability. If this contract is performed both in a designated area and in an area that is not designated, the clause only applies to performance in the designated area. Designated areas are areas outside the United States of—

(1) Contingency operations;

(2) Combat operations, as designated by the Secretary of Defense;

(3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense upon agreement of the Secretary of State;

(4) Peace operations, consistent with Joint Publication 3-07.3; or

(5) Other military operations or military exercises, when designated by the Combatant Commander.

(c) *Requirements.* The Contractor shall—

(1) Ensure that all Contractor personnel who are responsible for performing private security functions under this contract comply with 32 CFR part 159 and any orders, directives, or instructions to contractors performing private security functions that are identified in the contract for—

(i) Registering, processing, accounting for, managing, overseeing and keeping appropriate records of personnel performing private security functions;

(ii) Authorizing, accounting for and registering in Synchronized Predeployment and Operational Tracker (SPOT), weapons to be carried by or available to be used by personnel performing private security functions;

(iii) Identifying and registering in SPOT armored vehicles, helicopters and other military vehicles operated by Contractors performing private security functions; and

(iv) In accordance with orders and instructions established by the applicable Combatant Commander, reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

- (B) Personnel performing private security functions are attacked, killed, or injured;
  - (C) Persons are killed or injured or property is destroyed as a result of conduct by Contractor personnel;
  - (D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or
  - (E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;
- (2) Ensure that Contractor personnel who are responsible for performing private security functions under this contract are briefed on and understand their obligation to comply with—
    - (i) Qualification, training, screening (including, if applicable, thorough background checks) and security requirements established by 32 CFR part 159;
    - (ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;
    - (iii) Orders, directives, and instructions issued by the applicable Combatant Commander or relevant Chief of Mission relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and
    - (iv) Rules on the use of force issued by the applicable Combatant Commander or relevant Chief of Mission for personnel performing private security functions;
  - (3) Provide full cooperation with any Government-authorized investigation of incidents reported pursuant to paragraph (c)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions under this contract by providing—
    - (i) Access to employees performing private security functions; and
    - (ii) Relevant information in the possession of the Contractor regarding the incident concerned; and
  - (4) Comply with ANSI/ASIS PSC.1-2012, American National Standard, Management System for Quality of Private Security Company Operations—Requirements with Guidance or the International Standard ISO 18788, Management System for Private Security Operations—Requirements with Guidance (located at <http://www.acq.osd.mil/log/PS/psc.html>).
- (d) *Remedies*. In addition to other remedies available to the Government—
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor or subcontractor personnel performing private security functions who fail to comply with or violate applicable requirements of this clause or 32 CFR part 159. Such action

may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and considered in any responsibility determination or evaluation of past performance; and

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(e) *Rule of construction.* The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor or subcontractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts, including subcontracts for commercial items, when private security functions will be performed outside the United States in areas of—

(1) Contingency operations;

(2) Combat operations, as designated by the Secretary of Defense;

(3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense upon agreement of the Secretary of State;

(4) Peace operations, consistent with Joint Publication 3-07.3; or

(5) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

**DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR  
DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

(a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall ☐

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
  - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
  - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
  - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is ☐
- (1) A foreign government;
  - (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Defense Logistics Agency – Energy (DLA Energy) Logistics Readiness Division at (571) 767-8420.

(End of clause)

**DFARS 252.229-7001 TAX RELIEF BASIC (APR 2020)**

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert)	RATE (PERCENTAGE): (Offeror insert)
-------------------------------	-------------------------------------

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import

duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

**DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)**

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless ☐

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall ☐

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

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

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the

Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

- (1) The total dollar amount of the levy;
- (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
- (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—

- (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
- (2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
- ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

**DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

**DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)**

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

“Detainee” means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

“Interrogation of detainees” means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

**DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATION (DEC 1991)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)**

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

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

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

(Official’s Name)

(Title)

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

(1) Certified cost or pricing data, if required, in accordance with subsection

15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection

15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

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

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

**DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

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



“Government-furnished property” is defined in the clause at FAR 52.245-1, Government Property.

“Serially-managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

(b) The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items).

(c) The Contractor is not required to tag, label, or mark Government-furnished property previously tagged, labeled, or marked.

(End of clause)

**DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY**  
**(DEVIATION 2020-O0004) (FEB 2020)**

(a) Definitions. As used in this clause—

“Government property” is defined in the clause at FAR 52.245-1, Government Property.

“Loss of Government property” means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For Contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Property Loss Function in the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP Module by logging into their account. New users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing>.

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to—

- (i) Theft;
- (ii) Inadequate storage;
- (iii) Lack of physical security; or
- (iv) “Acts of God.”

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

(End of clause)

**DFARS 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM  
ADMINISTRATION (APR 2012)**

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

“Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.

“Property management system” means the Contractor’s system or systems for managing and controlling Government property.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) *General*. The Contractor shall establish and maintain an acceptable property management system. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria*. The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at Federal Acquisition Regulation 52.245-1.

(d) *Significant deficiencies*. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments*. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the clause at [252.242-7005](#), Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)**

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

(1) “Demilitarization” means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) “Export-controlled items” means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes—

(i) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) “Items,” defined in the EAR as “commodities,” “software,” and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(3) “Ineligible transferees” means individuals, entities, or countries—

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) “Scrap” means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item’s original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not “scrap.”

(5) “Serviceable or usable property” means property with potential for reutilization or sale “as is” or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be—

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person—

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.* Item(s) \_\_\_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) \_\_\_\_\_ require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser—

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

**DLAD 52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2015)**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels,



each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the

investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is

being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)

#### **I-0001-II.01-4 DEFINITIONS (CONT'D)(STORAGE) (DLA ENERGY JUNE 2009)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Assurance Representative (QAR)** is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing petroleum products and services and to assure the contractor complies with the contractual requirements in furnishing services.

(b) **Petroleum storage facilities** shall include --

(1) The tanks enumerated in the Schedule and all installations, fixtures, and equipment required for safe and expeditious movement of petroleum products into and out of such tanks;

(2) Fencing, flood lighting, dikes or fire walls, suitable fire fighting plan and watchman services to the extent necessary to comply with local regulations and standard commercial practices; and

(3) Whatever unloading and loading facilities that may be required to receive and ship product by the method(s) specified in the Schedule.

(c) The terms **isolated system** and **segregated system** mean a system that has a positive

separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed-type valves, etc.

(d) **Dedicated system** means a self contained, single product system with no pipeline connections to any other system in the facility.

(e) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(f) **Shell capacity** means the gross volumetric capacity of the storage tank as determined from tank calibration.

(g) **Fill capacity** means the capacity of the storage tank when filled to the maximum fill level, i.e., the highest point to which a petroleum storage tank may be filled with product, allowing for product expansion and other safety considerations.

(h) **Product or products** means the Government-owned petroleum product(s) within one of the following categories which the Schedule indicates the Contractor is to receive, store, handle, and ship under this contract:

- (1) Crude oil shall include any unrefined petroleum in its natural state;
- (2) Light fuels includes any grade of the following distillate fuel types: aircraft engine fuels, motor gasoline, naphtha and like solvents, kerosene, diesel fuels and numbers 1 and 2 heating fuels;
- (3) Heavy fuels includes number 4 heating fuel and all residual type fuels;
- (4) Lubricating oil includes all grades of such product utilized in aircraft, automotive, diesel, and marine engines;
- (5) Packaged products means all products packaged in containers of 55-gallon capacity or less.

(i) **Unit of quantity** means--

- (1) The U.S. gallon of 231 cubic inches;
  - (2) The barrel of 42 U.S. gallons;
  - (3) The long ton of 2240 pounds; and
  - (4) The pound of 16 ounces, depending upon the unit shown in the Schedule.
- (j) **Description of services to be performed** as stated in the CHANGES - FIXED PRICE clause is defined to include, but is not limited to, the following:

- (1) The grade or type of product by specification;
- (2) The regular working hours set forth in the schedule;
- (3) The method of receiving or shipping.
- (4) The specifications of Contractor-furnished equipment,

- (5) The provisions of the General Delivery Conditions as amended;
- (6) The number of the Contractor-furnished units (equipment);
- (7) The response time;
- (8) The estimated truck movement; and

(k) **Equipment or delivery and servicing equipment** as used herein means those fuel and/or oil servicing units such as tank trucks, tank trailers, mobile hose carts, pantographs (fixed or mobile), small trailers and drums together with the necessary prime movers.

(l) **Fuel and Oil** used herein means aircraft reciprocating engine fuel, aircraft turbine and jet engine fuel, aircraft reciprocating engine oil, and jet engine oil.

(m) **Response time** is defined as that interval of time between the time a call is placed on the Contractor to service an aircraft and the time the Contractor's equipment is in position to service said aircraft.

(n) For purposes of this contract, the term **truck movement** as set forth above is defined to be any of the following:

(1) The movement of a refueler, defueler, or oiler to, and servicing of, an aircraft. In the event that more than one aircraft is serviced as a result of one service call, each individual aircraft servicing shall be considered a "truck movement."

(2) The movement of a combination refueler/oiler which services an aircraft with both products. Such movement shall be considered a 1 1/2 "truck movement."

(3) The movement of a combination refueler/oiler which services an aircraft with oil only. Such movement shall be considered one "truck movement."

(4) Servicing of group support equipment, small tanks, and/or other units as designated by the Commanding Officer, with either jet fuel or AVGAS, shall count as truck movements if dispatched separately. Each such servicing, if performed in multiples or in conjunction with aircraft fuel delivery, shall be counted as a 1/5 "truck movement" with the exception of the first which will count as one "truck movement."

(5) The movement of a refueler, defueler, or oiler as the result of a service call which is not completed, due to no fault of the Contractor.

(6) The movement of a refueler, defueler, or oiler to a tank farm for purposes of refilling or discharging product as applicable. With regard to refueler refilling, only those refills totaling 1,000 gallons or more per vehicle shall be considered a truck movement. The Commanding Officer may, at his discretion, exercise control and supervision over the refilling/discharging operation.

**I-0002-I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE –  
COMMERCIAL ITEMS (DLA ENERGY FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess re-procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated re-procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

**I-0003-I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DLA ENERGY JAN 2012)**

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this provision.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this provision as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located. When product is received on an f.o.b. destination basis, the Product Supplier or his representative may witness all quantity and quality functions during the receipt of the product into Government-owned Contractor-operated/Contractor-owned Contractor-operated tanks.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

- (1) Which results from negligence, or bad faith, or willful misconduct of the Contractor,

its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this provision, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

#### **I-0004-I116.01 LIABILITY FOR FUEL SPILLS (DLA ENERGY JAN 2012)**

The Contractor shall take all measures required by law and good business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. For purposes of this contract text, the term fuel includes all petroleum and additive products.

#### **I-0005- I119.04 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD (DLA ENERGY AUG 2017)**

(a) **INTRODUCTION.** The Contractor shall prepare all documentation and systemically process related transactions in accordance with the information and instructions provided herein, DoD 4140.25-M, DoD Management of Bulk Petroleum Products, Natural Gas, and Coal, which is available at <http://www.esd.whs.mil/Directives/issuances/414025m/>. Documents and procedures are subject to change on a recurring basis and notifications of changes or newly published documents are announced during logon to the DLA Energy Accountable Property System of Record (APSR). Unless the Government has specifically stated that the Government will provide the hardware (usually at Government-owned facilities), the Contractor shall provide requisite hardware (specifications will be provided by the Government) capable of processing all applicable inventory and accounting transactions on a daily basis (weekdays excluding weekend and holidays) through DLA Energy-provided applications or software. The current processing methodologies include both APSR input and upload to the Enterprise Business System (EBS). Applications require the Contractor to provide and have on-site high speed internet access with a static Internet Protocol (IP) address, e-mail with individual user accounts, the current version of Adobe Acrobat, the most current



version of Internet Explorer, Active Client, and DoD Root Certificates. The DLA Energy systems identified require user identifications and passwords in accordance with DoD Automated Data Processing (ADP) Level III systems access. The Contractor shall be responsible for (in conjunction with DLA Energy/DLA) identifying employees that will be processing inventory/accounting transactions for obtaining requisite systems access for those employees. DoD ADP Level III systems access requires a National Agency Check (NAC) investigation. DLA will provide forms and fingerprint cards, and initiate the investigation for contractors without a NAC. The Contractor shall **immediately** notify DLA Energy when Contractor personnel with access privileges no longer work at the contract facility or no longer require access. DLA Energy Systems Access Request Submission Process can be found at <https://dla.deps.mil/dod/dla/dlaenergy/scm/SitePages/Publications.aspx> under DLA Energy P-26, Automated Information System Applications Access,

**(b) AUTOMATED FUEL INVENTORY REPORTING REQUIREMENTS.**

(1) The Contractor shall prepare all necessary documentation (see paragraph (b)(5)) and systemically process each transaction affecting inventory of Government-owned products in its possession by virtue of this contract. Within one business day of each transaction/business event (excluding weekends and Government holidays), the Contractor shall input transaction data into the automated inventory and accounting system(s) or applications designated/provided by the Government. The Government will provide via on-site support or via electronic means, such as user manuals or on-line support/tutorials, initial training for inputting transactional data. The Contractor assumes all responsibility for timeliness and accuracy of transaction data input by its employees. The Contractor shall prepare and report each transaction in accordance with guidance provided during the training and, thereafter, by qualified Government representatives. The Government will advise the Contractor of any changes in processing and reporting procedures. The Government reserves the right to contact the Contractor on a daily basis (weekdays excluding weekends and holidays) to obtain information concerning transactions processed. Locations that do not have direct connectivity to EBS shall forward all transactions to the applicable DLA Energy Regional Office for processing.

(2) The Contractor shall record in the automated inventory system the inventory (quantity corrected to 60 degrees Fahrenheit) of each Government-owned product stored at the facility. Daily inventories shall be recorded to reflect on-hand inventories as of 2400 hours local time, (discretionary system clock/calendar rollover to the next transaction date) and monthly inventories shall be recorded to reflect on-hand inventories as of 2400 hours local time on the last calendar day of each month (discretionary system clock/calendar rollover to the first transaction date of the next month. End-of-year (EOY) inventories shall be reported as of the last calendar day of the year. EOY transactions and inventories must be processed to EBS by close of business September 30th. The Contractor shall have the account reconciled in accordance with DoD 4140.25-M and/or DLA Energy P-1, Recording and Processing Inventory Transactions, available at <https://dla.deps.mil/dod/dla/dlaenergy/scm/SitePages/Publications.aspx>

(3) End of Fiscal Year Closeout Process. The United States Government closes its financial ledgers at midnight on September 30th. In the event the EOY closeout falls on a Saturday or Sunday, the Contractor will be required to document and process all inventory related transactions per EOY closeout instructions that are provided via a pop-up during logon to the APSR or available for download at

<https://dla.deps.mil/dod/dla/dlaenergy/scm/SitePages/Publications.aspx>.

(4) The Contractor shall prepare inventory adjustment documents (DD Form 1348-8, DFSP Inventory Accounting Document and End of Month Report) in accordance with the guidance provided in DLA Energy P-1, and DLA Energy P-30, Sales and Credits of Defense Working Capital Fund (DWCF) Energy Products. The Contractor shall provide a detailed explanation on each inventory adjustment document explaining each gain and/or loss in excess of DLA Energy provided tolerances. The Contractor's representative and the authorized Government representative shall sign each document and provide copies to DLA Energy LI. The authorized Government representative shall indicate whether he/she concurs or non-concurs with the statement and shall provide an explanation for any non-concurrence. The term **authorized Government representative**, as used in this provision, refers to the quality representative assigned to the Defense Fuel Support Point (DFSP).

#### Inventory Operating Gain or Loss Tolerances

Post Group	Allowable Operating Tolerance Gain/Loss Percentage
Distillates (Diesel Fuels, Jet A1, JP5, JP8, JPTS, F76, Kerosene, other residuals, etc.)	.0025 or .25%
JP4	.003 or .3%
Aviation and Motor Gasoline (AVGAS (130), MOGAS (MUR, MUP, etc.)	.005 or .5%
Fuel System Icing Inhibitor (FSII)	.0025 or .25%
Lube Oils**	.0025 or .25%

\*\*NOTE: Report all Lube Oil transactions at "gross" or ambient temperatures.

(5) **END OF MONTH/END OF YEAR RECONCILIATION.** EOM and EOY reconciliation procedures are detailed in DLA Energy Interim Guidance DLA Energy P-1. DLA Energy P-1 and end of year close out instructions are located at <https://dla.deps.mil/dod/dla/dlaenergy/scm/SitePages/Publications.aspx>.

(6) The following are documentation requirements for transactions (**NOTE: DD Forms are located at <http://www.dtic.mil/whs/directives/forms/>.**

#### TRANSACTION

Appointment/Delegation Letters

#### DOCUMENT

Formal Correspondence

#### RECEIPTS

Receipts from DLA Energy Procurement Contracts  
Receipts of Shipments from a DFSP

DD Form 250/250-1  
DD Form 250/250-1  
DD Form 1348-7

Receipts from an end-user (with or without credit)

DD Form 1898 or 1149

### **SHIPMENTS**

Shipments from a DFSP to authorized customers  
Shipments between DFSPs

See Sales  
DD Form 250/250-1  
DD Form 1348-7

### **INVENTORY**

Physical Inventory

DD Form 1348-8\* and/or  
DD Forms 2920, 2921,  
2921C

\*DD Form 1348-8 is required for end-of-month inventory reporting or transfer of account actions only.

All Inventory Adjustments

DD Form 1348-8

Normal handling of variances (excessive)  
Determinable losses such as spills, line breaks, non-recoverable  
tank bottoms, major disasters, combat losses, etc.  
Condition/Identity Change  
Downgrade, regrade, or additive

DD Form 1348-8  
  
DD Form 1348-8  
DD FOR 1348-8

### **ISSUES/SALES OR RETURNS/CREDITS**

Issues of product from a DFSP to an end user customer  
Automated data capture printout

DD Form 1898 or 1149

SHIPMENTS to other DFSPs

DD Form 1348-7  
DD Form 250-1

Return of product from an end user customer with credit

DD Form 250/250-1  
DD Form 1898 or 1149  
Automated Data Capture  
printout

### **FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS**

As required, when directed by the DLA Energy Accountable Officer/  
Contracting Officer or Property Administrator

DD Form 200 and  
supporting documents

**(c) OTHER REQUIREMENTS.**

(1) **STORAGE TANK OUT OF SERVICE.** Prior to removing a storage tank from service, the Contractor shall immediately notify the authorized Government representative by telephone, with follow-up confirmation in writing, providing the date and time the tank is scheduled to be removed from service. In addition, the Contractor shall provide the authorized Government representative a written estimate of unrecoverable tank bottoms. The authorized Government representative shall review and approve the estimate prior to submission to DLA Energy.

(2) **UNRECOVERABLE TANK BOTTOMS.** Prior to the end of the contract period, the Contractor shall provide the authorized Government representative a written estimate of unrecoverable tank bottoms. The authorized Government representative shall review and approve the estimate prior to submission to DLA Energy.

(3) **REPORTING FUEL ADDITIVES AND SLOP FUEL.** Government-owned fuel additives, slop fuel, and transmix stock at the DFSP will be treated as separate and distinct items, and all transactions shall be documented as outlined herein. Report these products in gallons and report them under the approved National Stock Number (NSN).

(i) Use an auditable identity change document (DD Form 1348-8) to account for bulk FSII blended with bulk fuel and fuel downgraded to slop. Do not use fractions of a gallon (e.g., if 1.5 gallons of FSII were injected, report 1 gallon and record the .5 once a whole gallon is used).

(ii) Account for packaged additives such as COR, ASA, AS1, AD1, and CO1 locally using a general log or ledger. As the additive is injected, record the amount in the log to track usage and inventory. No other documentation is required.

(4) **CREATION OF SHIPMENT TRANSACTIONS.** As required and directed by the Government, storage Contractors shall create electronic shipment transactions using the SYNCADA on-line freight payment system. The Government shall advise Contractors of any changes in processing and reporting procedures. Contractors shall contact the Government when additional guidance is required. CONUS storage Contractors shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DLA Energy Regional office having oversight of the motor carrier contract.

(5) **STATEMENT OF AUTHORIZED SIGNATURES.** The Contractor shall furnish the authorized Government representative a statement containing the names and handwritten signatures of persons authorized by the Contractor to receive and accept Government-owned product or property. The Contractor is required to provide the DLA Energy Contracting Officer/Property Administrator with written notification when previously authorized persons depart (leave, quit, or transfer, etc.) and new personnel are appointed to these positions.

(6) **CHANGE IN DFSP OPERATOR.** Transfer residual inventory from expired contracts regardless of whether there is a change in contractors. Transfer DFSP product as follows:

(i) The outgoing Contractor, the new Contractor, and the authorized Government representative will jointly gauge all tanks, document each storage tank gauge

readings on DD Forms 2920 and 2921C, and calculate the total physical inventory for each grade of fuel. The incoming and outgoing Contractors and Accountable Officials and Property Administrators will sign each DD Form 2920.

(ii) Upon completion of the inventory transfer, a summary DD Form 1348-8, reflecting both outgoing and incoming Contractor signatures verifying accuracy of the inventory summary, supported by the applicable DD Forms 2920 and 2921C, will be completed for each grade of fuel.

(iii) The following certification will be typed in the Memo block of each DD Form 1348-8 and signed by the appropriate individuals:

"The inventory recorded on this DD Form 1348-8 has been transferred from contract  
    (old number)     to contract     (new number)     on     (date)    ."

Signature                     (Outgoing Contractor)                     /                     (New Contractor)                    

Typed/Printed Name and Titles                     (Outgoing Contractor)                     /                     (New Contractor)                    

(iv) The Contractor shall provide this information to the Government representative by telephone and by mailing one copy of each DD Form 2920, DD Form 2921C, and DD Form 1348-8.

(v) The Government representative will mail three copies of the inventory documents covering the transfer month to the outgoing Contractor. The outgoing Contractor shall apply appropriate certification to the inventory documents and retain one copy, provide one copy to the new Contractor, and return the third copy to the Government representative.

**(7) RETENTION OF ACCOUNTABLE RECORDS AND DOCUMENTS.**

To satisfy auditability requirements, DFSPs shall retain a minimum of three years (current fiscal year plus two additional years) of Inventory Documentation/Data on location. Source documents and data requiring retention beyond the three year point shall be retired to a records retention center. DFSPs shall contact the DLA Energy Records Management Officer via e-mail for disposition instructions at [descrecords@dla.mil](mailto:descrecords@dla.mil). All records are DLA Energy-accountable records and must be retained as follows:

**RECORDS**

**RETENTION PERIOD**

Appointment letters, e.g., RO/PA appointments, etc.

Three years

Delegation letters

Retain current letter on file at  
DFSP

Receipts from a DLA Energy Procurement Contract

Ten years after the  
accounting month

Sales/Issues and Returns (with credit)

Ten years after the  
accounting month

Government or Commercial Bills of Lading	Ten years, after the accounting month
Financial Liability Investigation of Property Loss and all supporting	Ten years after completion.
Returns without credit	Ten years after the accounting month
Shipments between DFSPs (Shipment documentation,	Current fiscal year (FY) plus two additional FYs
Physical inventory data/documentation	Current FY plus two additional FYs
All inventory adjustment documentation	Current FY plus two additional FYs
Product condition or identify changes, and supporting laboratory analysis	Current FY plus two additional FYs
Contract modifications or change orders	Retained locally, three years after the expiration of the current contract

**I-0006-I147 DEMURRAGE (DLA ENERGY NOV 1989)**

Subject to paragraph (c) of the DEFAULT clause, the Contractor shall pay to the vessel operator or carrier, or reimburse the Government for, any demurrage incurred by reason of the Contractor's failure to comply with the provisions of this contract.

**I-0007-I180.02 ENVIRONMENTAL PROTECTION (STORAGE) (DLA ENERGY JAN 2012)**

The Contractor agrees to conform to all laws and regulations relating to the protection of the environment in effect on the date the contract is awarded, which are applicable to its operation in the performance of this contract. The Contractor further agrees to conform to any laws or regulations enacted after contract award that are applicable to its operation in the performance of this contract. In the event that conformance with any such new laws or regulations causes an increase or decrease in the operating cost, the Contractor and the Government will negotiate an equitable adjustment in the contract price. Failure to agree on an equitable adjustment in the contract price shall be a dispute concerning a question of fact within the meaning of the DISPUTES clause of this contract; however, nothing in this contract text shall excuse the

Contractor from implementing any such laws or regulations. The Contractor shall proceed with performance of this contract, unless so advised in writing by the Contracting Officer.

**I-0008-I291 CONTRACTOR PUBLIC KEY INFRASTRUCTURE (PKI)  
IMPLEMENTATION (SEP 2009)**

(a) Public Key Infrastructure (PKI) certification is required when work performed under this contract/task order requires access to DLA/DLA Energy or United States Government information systems.

(b) The preferred option for (PKI) certification is through a Common Access Card (CAC) as mandated by Homeland Security Presidential Directive 12. CACs are normally issued and obtained at a Real-Time Automated Personnel Identification System (RAPIDS) site. A directory of RAPIDS sites is available at <http://www.dmdc.osd.mil/rsl/owa/home>. Guidance for obtaining a CAC is identified in FAR 52.204-9.

(c) In cases where contract performance is not on a U.S. Government installation and is not within reasonable access of a RAPIDS site, the contractor shall obtain Department of Defense (DOD) PKI certificates through the External Certificate Authority (ECA) Program from one of three approved vendors. These ECA vendors are found on the DOD PKI Customer Support Web Page located at this hyperlink: <http://iase.disa.mil/pki/eca/index.html>.

(d) DLA Energy Business System Modernization – Energy (BSM-E) applications require IT III level access in accordance with DOD Instruction 8500.2, Paragraph E2.1.36.

(1) A National Agency Check with written Inquiry (NACI) or equivalent investigation shall be obtained for personnel using BSM-E applications. Personnel accessing BSM-E applications by means of ECAs will follow those portions of FAR 52.204-9 necessary to obtain the required background investigation.

(2) BSM-E application instruction is provided in DLA Energy Interim Guidance 24, Requesting Access to DLA Energy Automated Information System (AIS) Applications. This guidance is located at [https://www.desc.dla.mil/DCM/Files/Desc-I-24\\_1.pdf](https://www.desc.dla.mil/DCM/Files/Desc-I-24_1.pdf).

(e) The contract price includes all costs associated with obtaining CACs or ECAs.

(f) The Contractor will provide the Contracting Officer or designated Contracting Officer's Representative (COR) the roster of employees requiring PKI certificates. The Contracting Officer/ COR will work in association with agency Trusted Agents to verify Contractor employees in accordance with CAC and ECA procedures.

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT I	PERFORMANCE WORK STATEMENT (PWS)
ATTACHMENT II	DLA ENERGY QUALITY ASSURANCE PROVISIONS (EQAP)

ATTACHMENT III	PAST PERFORMANCE INFORMATION DISCLOSURE CONSENT FORM
ATTACHMENT IV	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT V	PRICE PROPOSAL FORM
ATTACHMENT VI	PAST PERFORMANCE REFERENCE LIST

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

### **FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)



**FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)**

- (a) Definitions. As used in this provision—“Lobbying contact” has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.
- (d) Disclosure. 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.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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

- (a) Definition.  
“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
- (b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) 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 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING**  
**(AUG 2020)**

(a) *Definition.* As used in this provision –

*Commercial and Government Entity (CAGE) code means–*

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

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

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) [52.204-17](#) or [52.212-3\(p\)](#), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause [52.204-2](#), Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

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

(a) Definitions. As used in this provision—

*Commercial and Government Entity (CAGE) code means—*

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

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

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

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

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint 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 (AUG 2020)**

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

*Commercial and Government Entity (CAGE) code* means—

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

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

(End of provision)

**FAR 52.204-24 REPRESENTATION REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representations.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

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

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).



(b) 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](#).

(c) Representation. The Offeror represents that—

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) 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 public (Federal, State, or local) 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 (if Offeror checks “have”, the Offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

*(ii) 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.

(2) Examples.

*(i)* 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.

*(ii)* 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.

*(iii)* 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.

*(iv)* 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).

*(ii)* The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR  
PROPOSED FOR DEBARMENT (JUN 2020)**

(a) *Definition. Commercially available off-the-shelf (COTS) item*, as used in this clause—

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

(i) A commercial item (as defined in paragraph (1) of the definition in Federal Acquisition Regulation (FAR) 2.101);

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

(iii) 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

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

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a

subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

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

(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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management via <https://www.sam.gov> (see 52.204-7).

(End of provision)

**FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the

Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

**FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING  
DELINQUENT TAX LIABILITY OF 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 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—**  
**COMMERCIAL ITEMS (AUG 2020) ALT I (OCT 2014)**

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

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

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

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

*Forced or indentured child labor* means all work or service—

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

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

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

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



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

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

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

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

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

*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 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this*

*provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

(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
[List as necessary]		

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

Other Foreign End Products



Line Item No.:

Country of Origin:

(List as necessary)

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

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

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

Canadian End Products:

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)*

(g)(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.*  
If Alternate III 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 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,

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

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

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

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

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

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

*(1) Listed end products.*

Listed End Product

Listed Countries of Origin

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

☐ (i) 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.

(1) *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 SAM to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_\_.

(Do not use a “doing business as” name).

(s) [Reserved]

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

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

(2) *Representation*. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible 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).

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

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

(2) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS  
COMPLIANCE PLAN (MAR 2015)**

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired

outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

**52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATIONS (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in [26 U.S.C. 7701](#)(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701](#)(a)(31));

and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [/content/part-29-taxes](#). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under [26 U.S.C. 5000C](#), the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS

on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

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

(a) *Definition*. “Covered DoD official” is defined in the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contr

act, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

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

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

“Controlled technical information,” “covered contractor information system,” “covered defense information,” “cyber incident,” “information system,” and “technical information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see [252.204-7012](#)(b)(2)—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate Offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

**DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)**

(a) *Definitions.* As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause [252.204-7018](#), Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)**

(a) *Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause [252.204-7020](#), NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan



architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

**DFARS 252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS  
WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)**

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

*"Agency or instrumentality of the government of Venezuela"* means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

*"Business operations"* means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*"Government of Venezuela"* means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

*"Person"* means—

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation.* By submission of its offer, the Offeror represents that the Offeror—

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(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)

**K-0001-K15 RELEASE OF PRICES (DLA ENERGY MAR 2009)**

The Defense Logistics Agency Energy (DLA Energy) will release prices of successful offerors after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

Prices are the bottom-line price and do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

**K-0002-K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
-------------	--------------	---------------------	-----------------------

**K-0003-K150 WIDE AREA WORKFLOW (WAWF) SUPPLEMENTAL INVOICE  
SUBMISSION (DLA ENERGY MAY 2014)**

(a) When a vendor becomes aware that an invoice was submitted for a price or quantity that is lower than the correct amount, the following needs to be done:

1. The vendor will go to WAWF and try to recall the invoice and do changes in price or quantity. If the vendor is unable to recall the invoice:
2. The vendor will submit via fax (Fuels EDM FAX Line: 614-701-2638 or DSN 791-2638/ Toll Free 855-234-5592) a manual invoice to the payment office, SL4701, which identifies the invoice as an adjustment with an invoice number that is a derivation of the original invoice number that was submitted and paid. (For example, if the original invoice number was 12345, then adjustment invoice number shall be 12345ADJ).
3. The adjustment invoice should have the original price or quantity cited as well as the corrected price or quantity and the net adjustment,
4. All other proper invoice criteria, in accordance with the Prompt Payment Act, remain required for adjustment invoices.
5. The vendor can print the WAWF invoice and use it to make the adjustments as described above.

If a vendor has payment status questions, they may contact either DFAS-Customer Service at [DFAS-CO\\_LC@DFAS.MIL](mailto:DFAS-CO_LC@DFAS.MIL) or dial 1-800-756-4571 option 2, or contact their DLA Energy Contracting Officer, to obtain contract information from their contract.

Note: The aforementioned email address contains an underscore “\_” between the “CO” and “LC”.

## **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**FAR 52.212-1 INSTRUCTIONS TO OFFERORS –COMMERCIAL ITEMS (JUN 2020)**, is incorporated by reference (see SF-1449, Block 27A).

### **Addendum to FAR 52.212-1**

The paragraphs identified in the below addendum supersede that of FAR 52.212-1 incorporated by reference.

#### ***(b) Submission of Offers.***

Submit signed and dated offers as specified by block 8 of the SF-1449 in this solicitation to [bidcustodian@dla.mil](mailto:bidcustodian@dla.mil) and cc: [micherie.dougherty@dla.mil](mailto:micherie.dougherty@dla.mil) and [shane.banks@dla.mil](mailto:shane.banks@dla.mil). Offerors may verify proposal email delivery by telephone or separate email verification to Micherie M. Dougherty at [micherie.dougherty@dla.mil](mailto:micherie.dougherty@dla.mil). Offerors must call the POC above at 571-767-3681, if email verification is not received from DLA within 24 hours of offerors submitting their proposal.

- Questions relating to the solicitation should be submitted no later than 2:00 P.M. local time (Fort Belvoir, VA) on Wednesday, November 17, 2020 to the above contacts. Offerors must reference the Solicitation Number in the subject line of their email. All responses will be provided via an amendment to the solicitation.

All offerors shall clearly mark all correspondence sent in response to this solicitation with the words: "OFFERED UNDER [insert solicitation number specified on block 5 of 1449]." **Offers that fail to furnish required elements of the "Proposal Format and Content," or reject the terms and conditions of the solicitation may be excluded from consideration.**

- (1) **Proposal Format and Content.** Proposals must adhere to the below format (i.e., in their appropriate, relevant volume). Failure to provide the information requested in this section may result in a proposal being deemed non-responsive and/or unacceptable, or result in assessed weaknesses and deficiencies which downgrade proposal's rating. Should proposals contain information relevant to another volume, that information may not be considered. The Government will not accept invoices or reimburse for the offerors' proposal expenses.
  - a. **Format:** The offerors proposal should be typed, where possible (signatures excluded). Font shall be 12 point Times New Roman (or similar font style) on an 8 ½" x 11" page with 1" margin.
    - i. **Page Limits:** Each page is considered one-single-side, i.e., a "40 page limit", is to mean, 40 single-side 8 ½" x 11" page with 1" margins in 12 point font at Times New Roman (or similar font). Page limits are indicated for each submission element below and shall include all appendices and attachments unless otherwise stated.
  - b. **Content:** Offerors shall submit the following:

- (1) **Cover Letter:** (2-page limit) Offerors shall submit a cover page providing the following information: (1) RFP Number; (2) Proposal Title; (3) Technical Point of Contact, including name, telephone number, FAX number, e-mail address, and mailing address; and (4) Name, title, telephone number, and e-mail address for the authorized individual(s) pursuant to provision K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007).
- (2) **Exceptions to Terms:** (no page limit) Offerors shall state any exceptions to terms and conditions of the solicitation, *including exceptions* to the Performance Work Statement (PWS) in its Technical Proposal. If no exceptions are being taken, the offerors shall provide an affirmative statement following their Cover Letter. Exceptions will NOT be considered in the page limit. See M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY APR 1997) to determine how exceptions may impact the overall best value decision.
- (3) **Terms of any Express Warranty** pursuant to FAR 52.212-4 (o) Warranty. (no page limit)
- (4) **Mandatory Solicitation Offeror Fill-in Information:** (no page limit)
  - a. See Section F, Deliveries or Performance, and complete all contractor fill-in information in its entirety.
  - b. See Section G, *Contract Administration Data* and complete all contractor fill-in information in its entirety.
  - c. See Section K, *Representations and Certifications* and complete all contractor fill-in information in its entirety; however, the offeror can exclude the solicitation fill-in information of which provisions are completed in System for Award Management (SAM). (<https://www.sam.gov/SAM/>). NOTE: there are required non-SAM offeror fill-ins that are DLA Energy-specific.
- (5) **Acknowledgement of Solicitation Amendments:** (no page limit) Offerors shall submit all **signed** SF-30, if applicable.
- (6) **Offerors Declaration of Partnerships:** (no page limit)
  - a. **Teaming Arrangements:** If applicable, the offeror must disclose any teaming arrangement(s) as defined by FAR 9.601 at the earliest time known before award. If proposing as a team or a sub-contractor arrangement, an offeror MUST provide a summary of the responsibility of each teaming partner and sub-contractor. The submission shall indicate the percent at which the arrangement is designed, and whether it is a Partnership, Joint Venture and/or Prime/Sub relationship. Should a teaming arrangement exist, the offeror may be required to provide further information before award.
- (7) **Proposal Volumes:** The following Volumes I, II, and III will contain information used for the purposes of the Government's evaluation for award. An offeror's proposal submission will address the evaluation criteria under Section M, FAR 52.212-2 Evaluation- Commercial Items (Oct 2014).
  - a. **Volume I:**

- i. **Technical Proposal (75 page limit)** See Section M.
- b. **Volume II: Past Performance:**
  - i. ***Past Performance Reference List (See Section J, Attachments): (2 page limit)*** This is submitted by the offeror by the solicitation closing date specified on the SF1449 and shall include (where there is performance pursuant to Section M) the following:
    - (a) Three references from whom DLA Energy can expect to receive Past Performance Questionnaires (PPQs) on past performance recent and relevant to this solicitation. If a PPQ has been submitted to DLA Energy under a different solicitation, the offeror should indicate the point of contact and context (i.e., contract number) of that PPQ on the Past Performance Reference List for DLA to retrieve independently.
    - (b) Two additional references, if applicable, relating to DLA Energy contracts.
    - (c) Two additional references, if applicable, relating to Private Sector or other Government Agency contracts.
  - ii. ***Past Performance Questionnaires (PPQ) (See Section J, Attachments): (no page limit)*** Offerors are responsible for distributing the PPQs to their references. The Government will accept no more than three PPQs when received ***directly*** from the offeror's reference, due by the solicitation closing date on the SF1449. The Government will not accept any PPQ responses submitted by the offeror.
    - (a) If a teaming arrangement is proposed, the Government is seeking PPQs from all teaming members.
  - iii. If no past performance is available, the offeror must affirmatively submit a statement. (1 page limit)
- c. **Volume III: Price: (no page limit) Price Proposal Form (See Section J, Attachments)** is required for a price submission.

(8) **Evidence of Responsibility:** The Government may obtain and consider information concerning the offeror's evidence of responsibility, in accordance with FAR 9.106.

(c) ***Period for acceptance of offers.*** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(End of Provision)

**FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

**FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(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)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **DLA ENERGY – CPA, DLA ENERGY 8725 JOHN J. KINGMAN RD, FORT BELVOIR, VA 22060-6221**.

(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):



<https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>  
<http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

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

(End of provision)

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

(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 Defense Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**L-0001-L1.02 PROPOSAL ACCEPTANCE PERIOD (DLA ENERGY NOV 1991)**

(a) **Acceptance period**, as used in this contract text, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This contract text supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **180** calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

**L-0002- L2.11-4 E-MAIL PROPOSALS (DLA ENERGY OCT 2010)**

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: [bidcustodian@dlamail.mil](mailto:bidcustodian@dlamail.mil).

(2) The DLA Energy accepts attachments in—

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

- (c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain offeror's signature included in the attachment to the e-mail communication.
- (d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.
- (e) Proposals submitted electronically through a single e-mail must be no more than 10 MB. DLA Energy’s mail server will reject messages larger than 10 MB.
- (f) The DLA Energy e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.
- (g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

**L-0003-L116.01 DATA REQUIREMENTS (STORAGE) (DLA ENERGY JAN 2013)**

- (a) Each proposal shall be accompanied by a map (a city street map is satisfactory) showing the exact location of the facility, a schematic drawing showing the facility layout and its relation to other facilities in the area, a description of equipment to be provided, line systems, pump capacities, and a complete cleaning, maintenance and repair history for each storage tank, to include the last American Petroleum Institute (API) 653 inspection as well as the scheduled date for the next API 653 inspection.
- (b) Offeror must verify that certified strapping charts are available for each tank offered and that such charts will be provided upon request.
- (c) Offerors are requested to provide, in barrels, the tank bottom for each tank, the pipeline and manifold fill for the facilities offered, and the capacity of the facilities available for receiving ballast water. Offerors are required to provide the maximum safe fill capacity for each tank offered, including a summary of how the maximum safe fill capacity computation was calculated.
- (d) If the proposal is based on providing a segregated system in lieu of the preferred dedicated

system, Offerors must submit a general description of such system including detailed handling procedures that shall be followed to ensure the quality of U.S. Government-owned product. The detailed procedures must include as a minimum (1) the types and grades of all other products moved through any part of the offered segregated system, including a list of the products' specifications, and (2) detailed procedures on how non-Government line fills are to be handled prior to receipt/shipment of Government product, i.e., flush and drain line, etc. The DEFINITIONS (CONT'D) (STORAGE) Contract provision provides definitions of isolated, segregated, dedicated, and common systems.

(e) The Offeror's failure to include the above technical data in the initial proposal may result in the proposal being rated as technically unacceptable and ineligible for further consideration. This exclusion from further consideration is in accordance with FAR Clause 52.212-1, Instruction to Offerors—Commercial Items (FEB 2012), of the Solicitation.

### **SECTION M – EVALUATION FACTORS FOR AWARD**

**FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014).** Pursuant to FAR 12.301(c)(2), see Addendum below.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Formal source selection procedures will be used for this procurement. As such, this is a best value acquisition, employing a Lowest Price Technically Acceptable process in accordance with FAR 15.101-2.

The following factors shall be used to evaluate offers:

#### **Factor 1 – Technical/Management**

- Sub-factor 1. Area of Consideration
- Sub-factor 2. Grades of Service
- Sub-factor 3. Storage Tank Requirements
- Sub-factor 4. Additives
- Sub-factor 5. Tank Truck Fill Stand Facility
- Sub-factor 6. Product Receiving
- Sub-factor 7. Product Shipping
- Sub-factor 8. Laboratory Testing Requirements

#### **Factor 2 – Past Performance**

#### **Factor 3 – Price**

(b) Offerors will be evaluated and an award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors (Factor 1: Technical/Management and Factor 2: Past Performance).

## FACTOR 1-TECHNICAL/MANAGEMENT

The Government will evaluate the Technical/Management factor on an Acceptable/Unacceptable basis (See Table A-1).

The Government will evaluate each offer based upon the offeror's understanding of and capability to accomplish the work as stated in the solicitation.

Within this factor, there are eight (8) sub-factors. All eight (8) sub-factors are equal in importance to each other. Each Technical/Management sub-factor will be rated either Acceptable or Unacceptable.

Table A-1 Technical Acceptable/Unacceptable Ratings

RATINGS	DESCRIPTION
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

The sub-factors under Factor 1 – Technical/Management (Table A-1.1) to be addressed in the Technical Proposal are as follows:

Sub-factor:	Acceptable	Unacceptable
1. Area of Consideration		
2. Grades of Service		
3. Storage Tank Requirements		
4. Additives		
5. Tank Truck Fill Stand Facility		
6. Product Receiving		
7. Product Shipping		
8. Laboratory Testing Requirements		
OVERALL RATING		

For purposes of this evaluation these terms will have the following definitions:

*IAW FAR 15.001 - Deficiency* is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

*IAW FAR 15.001 - Significant Weakness* in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

*IAW FAR 15.001 - Weakness* means a flaw in the proposal that increases the risk of unsuccessful contract performance.

## FACTOR 1 TECHNICAL/MANAGEMENT

### **Technical/Management**

All sub-factors will initially be evaluated using the ratings description below. After all sub-factors have been rated, an overall proposal rating of “Acceptable” or “Unacceptable” will be given. To receive an overall Acceptable rating for Factor 1: Technical/Management, the proposal must be rated Acceptable in all sub-factors.

**Technical/Management Evaluation Sub-factor 1: Area of Consideration** - The offered facility is within the Area of Consideration. The proposal must provide evidence that the offered facility is within the Area of Consideration.

**Technical/Management Evaluation Sub-factor 2: Grades of Service** - Technical, managerial, and operational details of supporting the grades of service requirements. The proposal must provide an understanding of operations that demonstrate that the service provider can support the grades of service required. The proposal must provide a knowledge of product receipt, storage, issue, and transfer functions, and shall ensure requirements for normal daily operations are met to include product inventory accounting in accordance with applicable policies and directives.

**Technical/Management Evaluation Sub-factor 3: Storage Tank Requirements** - Technical, managerial, and operational details of the storage terminal being offered to meet mission requirements. The proposal must demonstrate that the offered facility can provide 43,000 barrels storage (fill) capacity. A minimum of two tanks interconnected and isolated from other products in the storage facility. All storage must be available at a single facility upon award. The proposal must provide all data on proposed storage tanks to include tank dimensions, tank type, tanks bottoms, fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s), and calibrated capacity to include safe fill level. The proposal must provide method of gauging (Automatic Tank Gauging/Hand Tape Gauging) calibration and inspection data, tank cleaning and inspection data.

**Technical/Management Evaluation Sub-factor 4: Additives** – Technical, managerial, and operational details that show a complete understanding of the additive requirement. The proposal must show an understanding of the additive program by providing a detailed additive plan that clearly demonstrates the Contractor has a source of supply for each additive and has the ability to receive the additives within 14 days once notified by DLA Energy – Middle East, Bahrain regional office. The additive plan must include how the Contractor will receive, store, maintain, and inject the required additives to support the allowed throughput. The proposal must certify that all additive equipment is either fixed or portable suitable for injecting all required additives as shown in sections 1.8.1.1, 1.8.1.2, and 1.8.1.3. System must be certified/calibrated and maintained in a serviceable condition at all times. It is designed to meet the harsh working conditions found in Afghanistan.

**Technical/Management Evaluation Sub-factor 5: Tank Truck Fill Stand Facility** - Technical, managerial, and operational details of the Tank Truck Fill Stand facility being offered to meet mission requirements. The proposal shall provide a 24 hours per day, 7 days per week

truck loading/offloading facility to include stand-alone filtration and additive injection system capable of issuing a minimum of 210,000 USG per 8-hour workday.

**Technical/Management Evaluation Sub-factor 6: Product Receiving** - Technical, managerial, and operational details of meeting the product receiving requirements. The proposal must provide procedures that show the offered facility can receive aviation turbine fuel via tank trucks 24 hours per day, 7 days per week. The facility must be capable of receiving approximately 50 tank trucks (6,000 to 10,000 gallon capacity per truck) per day. The facility will be capable of off-loading tank trucks up to 10 trucks simultaneously. The proposal must show that the facility unloading process includes the use of an individual meter (Temperature Compensated Meter) per unloading point. This meter will be capable of recalibration, reset, and register in U.S. gallons (USG). The proposal must also explain any receipt filtration systems and how such systems meet API 1581. The offeror shall be responsible for obtaining all required or applicable country, national, federal, regional, state or local government or authority permits, licenses, notifications, clearances and filings for the purposes of receiving US Government owned products at offeror's facilities. The proposal must provide proof that the offeror possesses all the necessary requirements (Permits/Licenses, etc.) to operate such facilities and provide all offered services in Afghanistan.

**Technical/Management Evaluation Sub-factor 7: Product Shipping** - Technical, managerial, and operational details of meeting the product shipping requirements. The proposal must provide procedures that show the offered facility can ship or issue U.S. Government-owned aviation turbine fuel via tank trucks on a 24 hours per day, 7 days per week basis, at pumping rates between 500-600 USG per minute. The offeror shall detail the process for obtaining all required or applicable country, national, federal, regional, state or local government or authority permits, licenses, notifications, clearances and filings for the purposes of issuing US Government owned products at the offered facilities. The proposal must provide proof that the offeror possesses all the necessary requirements (Permits/Licenses, etc.) to operate such facilities and provide the offered services in Afghanistan. The offered facility will be capable of uploading approximately 50 tank trucks (6,000 to 10,000 gallons capacity) per day. The facility will be capable of uploading tank trucks up to 10 trucks simultaneously. The uploading process will include the use of an individual meter (Temperature Compensated Meter) per uploading point. This meter will be capable of recalibration, reset, and register in U.S. gallons (USG). There will also be receipt and issue filtration that meet API 1581. The offeror will ensure that there are sampling points on the receiving manifolds.

**Technical/Management Evaluation Sub-factor 8: Laboratory Testing** - Technical, managerial, and operational details to ensure contractor compliance and understanding of the Laboratory Testing requirements. The proposal must provide procedures that demonstrate a complete understanding of the Laboratory Testing program. The offeror will be required to perform laboratory testing in accordance with the latest revisions of MIL-STD- 3004, Table IX Minimum Sampling and Testing Requirements for Petroleum Products, and sampling in accordance with STANDARD PRACTICE FOR MANUAL SAMPLING OF PETROLEUM AND PETROLEUM PRODUCTS (API MANUAL OF PETROLEUM MEASUREMENT STANDARDS (MPMS), Chapter 8.1) and/or ASTM D4057. At a minimum, the offeror shall either have Type C level testing capability at its facility or subcontract to perform tests. If the

offeror plans to acquire the services of a subcontractor to perform certain tests and/or functions, the offeror is required to provide information in the offeror submission package that at a minimum includes the following information: sub-contracted laboratory name, point of contact, location and address, mode of transportation to sub-contracted laboratory, how to protect chain of custody and avoid sample contamination and turn-around time when the sample results will be received.

## **FACTOR 2: PAST PERFORMANCE**

Pursuant to FAR Part 12, and using methods in FAR Part 15.305(a)(2) Past Performance Evaluation, the past performance evaluation factor assesses the degree of confidence the Government has in an offeror's ability to deliver the service that successfully meets the requirement, based on a demonstrated record of performance. Pursuant to FAR 15.304 (d) the general approach for evaluating past performance is described as follows:

Using the rating and descriptions outlined in the DoD Source Selection Procedures, dated April 1, 2016, the government will assign one of the following overall Past Performance Evaluation Ratings as defined in Table A-2. To help determine the overall Past Performance Evaluation rating, the government will assess whether any past performance submission is Recent and Relevant, as defined in Table A-3, as it relates uniquely to each contract. Table A-4, Additional Past Performance Information Sources, may also be used to assess the offeror's past performance.

**Table A-2**

<b>Past Performance Overall Evaluation Ratings</b>	
<b>RATING</b>	<b>DESCRIPTION</b>
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below)
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

**NOTE:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). In this case, the Government will determine the offeror to have Unknown (or Neutral) past performance. In the context of Acceptable/Unacceptable rating, a "Neutral" rating shall be considered "Acceptable."

**Table A-3**

<b>Past Performance Criteria (Recent and Relevant)</b>	
<b>Criteria</b>	<b>DESCRIPTION</b>
Recent	Performance on Government or commercial contracts where there has been at least 12 months of performance within the last three (3) years from the

	solicitation issuance date. Each offeror will be assessed on recent efforts accomplished by the offeror, focusing on performance that is relevant to the contract requirements.
Relevant	Performance on Government or commercial contracts similar in nature, magnitude, and scope as described in the Performance Work Statement. The evaluation criteria for these efforts will be assessed as either: Relevant or Not Relevant.

The recency and relevancy of the information, source of the information, context of the data, and general trends in the offeror's performance record will be considered.

The Government will utilize no more than three of the most recent and most relevant Past Performance information received under this solicitation.

**Table A-4**

<b>Additional Past Performance Information Sources</b>
Past Performance Information Retrieval System (PPIRS)
Past Performance questionnaires tailored to the circumstances of the acquisition
Customer feedback, interviews with Program Managers, and Contracting Officers
Federal Awardee Performance and Integrity Information System (FAPIS)
Electronic Subcontract Reporting System (eSRS), or other databases
Audit and/or Fee Determining Officials
Defense Contract Management Agency

Offerors will have an opportunity to address any adverse past performance.

Pursuant to FAR 15.305 (a)(2)(iii), the evaluation will take into account past performance information regarding predecessor companies, personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. Evaluation for Joint Ventures and Teaming Arrangements will be performed by evaluating the performance of each partner/member in accordance with the procedures outlined above and will result in a combined rating.

### **FACTOR 3 PRICE**

A Firm Fixed Price (FFP) contract will result from the solicitation. Price will always be evaluated for reasonableness. The Government will evaluate offers for award purposes IAW FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (OCT 2014) as follows:

The total Monthly Use Charge (MUCC) price offered for Contract Line Item Number (CLIN) 0001 (Base performance period, years 1-3) will be multiplied by 36 months to determine the total price for this performance period. The total MUCC price for the option period under CLIN 0002 (Option years 4-6) will be multiplied by 36 months to determine the total price for this



performance period. The total amount calculated for the base period will then be added to the total calculated amounts for the option period to determine the Offeror's total price.

Pursuant to FAR 52.217-8, Option To Extend Services (Nov 1999), the Government has the unilateral right to extend any resulting contract under the same terms and conditions for a total of not more than six months. To account for the option period(s) possible under 52.217-8 (maximum of six months), the Government will evaluate the option to extend by adding six months of the Offeror's option period to the Offeror's total price. The lowest priced Offeror will be the lowest evaluated price, which is the sum total of CLIN 0001, CLIN 0002, and the six-month option extension period.

The Government may determine that an offer is unacceptable if prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

The Government reserves the right to conduct a price realism analysis to determine whether the offeror understands the contract requirements. If a price realism analysis is performed and an offeror's price is determined to be unrealistic, the offeror's proposal will be ineligible for award.

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

(End of provision)

#### **FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR [17.206](#)(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### **M-0001-M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY APR 1997)**

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the Offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the Offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the Offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.



**PERFORMANCE WORK STATEMENT FOR  
DEFENSE FUEL SUPPORT SERVICES**

**Kabul, Afghanistan**

**PWS Dated**

**8 Dec 2020**

**1                    Description and Purpose of Required Service Requirement**

- 1.1                Requirement**
- 1.2                Area of Consideration**
- 1.3                Storage Capacity/Tank Requirement**
- 1.4                Grade of Service**
- 1.5                Physical System Requirements**
- 1.6                Allowed Through-put**
- 1.7                Inventory Control Records and System Records**
- 1.8                Additive Injection**
- 1.9                Product Receiving Requirements**
- 1.10              Product Shipping requirements**

**2                    General Information**

- 2.1                Custody and Risk of Loss**
- 2.2                Billing**
- 2.3                Product Quality Surveillance**
- 2.4                Ancillary Facilities**
- 2.5                Best Commercial Practices**

**3                    Training Requirements**

**4.                  Deliverables**

**4.1                Contractor Detailed Plans**

**5.                  Contract Line Items (CLINs)**

**Appendix**

**Appendix A - Common Access Card (CAC) Procedures**

## **1 Description and Purpose of Required Service Requirement**

**1.1 Requirement:** Defense Logistics Agency (DLA) Energy requires Defense Fuel Support Point (DFSP) services within a 50-mile radius of Kabul Afghanistan, for a three-year period, with one, three-year option.

All vendors and subcontractors, U.S. and non-U. S. based, must be registered in the Joint Contingency Contracting System (JCCS) to be considered for contract awards in the U.S. Central Command (CENTCOM) Area of Operation (AOR). Instructions for account registration and training can be found at [www.jccs.gov](http://www.jccs.gov). Registration must be completed and profiles certified complete in JCCS by the deadline for submission of offers and the assigned JCCS number shall be submitted with the proposal package.

**1.2 Area of Consideration:** The purpose of this requirement is to locate and obtain the necessary facilities and services to receive, store, and ship U. S. Government-owned petroleum products via tank truck within a 50-mile radius of Kabul Afghanistan.

**1.3 Storage Capacity/Tank Requirements:** 43,000 barrels storage (fill) capacity is required. A minimum of two tanks interconnected and isolated from other products in the storage facility. All storage must be available at a single facility upon award.

**1.4 Grade of Service:** Turbine Fuel Aviation, Grade F34

**1.5 Physical System Requirements:** Storage and handling facilities capable of receiving, storing, filtering, protecting, and shipping U.S. Government-owned petroleum product.

The contractor must have the capability to transfer product between storage tanks on a 24-hours per day, seven-days per week basis. Directed by either the Contractor or by the Government, the Contractor shall transfer product between tanks to consolidate types or grades in preparation for receipts or issues at no additional cost to the government. The responsibility for preventing commingling or contamination during transfers rests completely with the Contractor.

**1.6. Allowed Through-put:** The U.S. Government will be entitled to 100,000 barrels of total throughput for each year (hereafter referred to as “allowed throughput”). Allowed throughput is determined and calculated by adding the total number of barrels for each product type received and shipped in a twelve consecutive month period, and dividing such total number by two, starting upon the date of inspection and acceptance of Contractor’s storage tanks after receipt of initial fill, and resetting on the anniversary date each following year. Allowed throughput does not include initial fill or final shipment.

**1.6.1 Initial Fill and Final Shipment:** The U.S. Government will be entitled to initial

fill beginning at the twelve-month period immediately following inspection and acceptance, and final shipment during the last twelve months of the performance period, at no additional cost. Initial fill is defined as all receipts required to fill the storage tanks to 100% of the awarded fill capacity for each product. Final shipment is defined as all shipments required to withdraw 100% of the awarded fill capacity.

**1.7 Inventory Control Records and System Records (Inventory Data Input):**

The Contractor shall follow the physical inventory management procedures specified in applicable directives and contract texts in accordance with the most current version of Department of Defense Manual 4140.25 and DLA ENERGY Class IIIB Supply Chain Management Interim Policy and Procedural Guidance. The management of fuel inventories involves a full range of actions associated with order, requisition, receipt, transfer, issue, physical inventory and storage of fuel, and additives if required. The Contractor shall process inventory data of Government-owned product utilizing DLA Energy's web-based application Fuels Manager Defense (FMD). Refer to contract text I119.04, INVENTORY CONTROL RECORDS AND SYSTEM OF RECORDS (DLA ENERGY JAN 2012) for additional information regarding the Governments inventory data requirements. The Contractor shall:

- Ensure that all orders, receipts, transfers, issues sales/credits, losses, gains and adjustments are properly documented.
- Maintain control over the physical environment to ensure proper product storage can take place with minimal losses.
- Ensure inventory variations are within allowable limits. Document, investigate, report, and take corrective action if necessary on excessive variations.

Refer to PWS Section 3, Training Requirements for FMD and other training requirements.

To process FMD inventory data, the Contractor is required to obtain a Common Access Card (CAC) (see Appendix A, CAC Procedures) or, as an alternative, obtain an External Certificate Authority (ECA) no later than sixty days prior to inspection and acceptance. Authorized users who are not eligible for the CAC should refer to <https://public.cyber.mil/eca/> for current information on obtaining ECA provided certificates.

**1.7.1 Inventory Access:** The Contractor shall ensure DLA Energy has full access to its complete inventory. DLA Energy Quality Assurance Representative/Contracting Officer's Representative (QAR/COR), and other DLA Energy representatives will be provided access to FMD onsite inventory storage as needed.

**1.7.2 FMD Automated Data Processing (ADP) Equipment:** The Contractor-furnished ADP computer system shall meet the current commercial standards for a computer system capable of accomplishing the data reporting and records keeping required by FMD, email, maintaining the data collection and records keeping associated with product quality surveillance (product

analysis and testing reports), and the document collection and records keeping associated with the Contractor's preventive maintenance program. Reference contract Text I119.04 for the Government's inventory data requirements

**1.8 Additive Injection:** The product currently supplied to this location does not require additives or injection; however, changes to the supply chain or product degradation requires the Contractor's facility to be capable of injecting additives within 5 days. **If required to inject additives, the contractor will be directed by DLA Energy-Middle East, Bahrain regional office.** (See contract texts G-G22 DESIGNATION OF THE DEFENSE FUEL REGION (DLA ENERGY JUL 1997)). All required additive injection will be accomplished in accordance with (IAW) the most current version of MIL-STD-3004, DEPARTMENT OF DEFENSE STANDARD PRACTICE: QUALITY ASSURANCE/SURVEILLANCE FOR FUELS, LUBRICANTS AND RELATED PRODUCTS, and the appropriate contract text(s).

**1.8.1 Additive Required:** All additives will be provided by the government. As a contingency, the Contractor must establish and provide proof in their technical proposal that the offeror has a source of supply for each additive and has the ability to receive the additives within 14 days once notified by **DLA Energy Contracting Officer coordinated with DLA Energy-Middle East, Bahrain regional office.** If required, all costs for the acquisition of additives and associated costs for the storage, handling and injection of additives shall be handled through contract modification. The Offeror is not required to retain any additives on-site. The Contracting Officer may request the Contractor to provide a cost proposal for providing the additives.

**1.8.1.1 Fuel System Icing Inhibitor (FSII):** The Contractor shall provide an injection system for FSII. FSII will be injected based on product specification requirements. Additive will be injected downstream of the storage tank, but prior to the loading pump and issue vessel. The injection requirements that apply to F34 stocks will be IAW F45.03 OPERATION OF FUEL SYSTEM ICING INHIBITOR ADDITIVE SYSTEM CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) (DLA ENERGY JAN 2014).

**1.8.1.2 Static Dissipater Additive (SDA):** The Contractor shall provide an injection system for SDA. SDA will be injected based on product specification requirements. Additive will be injected downstream of the storage tank, but prior to the loading pump and issue vessel. The injection requirements that apply to F34 stocks will be IAW F45.01 OPERATION OF STATIC DISSIPATER ADDITIVE SYSTEM CONTRACTOR-OWNED CONTRACTOR-OPERATED (COCO) (DLA ENERGY JAN 2014).

**1.8.1.3 Corrosion Inhibitor/Lubricity Improver Additive (CI/LI):** The Contractor shall provide an injection system for CI/LI. CI/LI will be injected based on product specification requirements. Additive will be injected downstream of the storage tank, but prior to the loading pump and issue vessel. The injection requirements that apply to F34 stocks will be IAW F45.04 OPERATION OF CORROSION INHIBITOR/LUBRICITY IMPROVER ADDITIVE SYSTEM, CONTRACTOR- OWNED CONTRACTOR-OPERATED (COCO) (DLA ENERGY JAN 2014).

**1.8.2 Additive Storage/Injection Plan:** The Contractor shall provide a detailed additive plan

that clearly demonstrates their ability to procure all additives and receive on site within 14 days of being notified, how they will receive, store, maintain, and inject the required additives to support the allowed throughput. This plan will be provided as part of the contractor initial offer (Technical Package) See Section 4, Deliverables.

**1.9 Product Receiving Requirements:** The Contractor's facilities shall be capable of receiving U.S. Government-owned petroleum product via tank trucks 24 hours per day, 7 days per week, at pumping rates between 500-600 USG per minute. The Contractor shall be responsible for obtaining all required or applicable country, national, federal, regional, state or local government or authority permits, licenses, notifications, clearances and filings for the purposes of receiving US Government-owned products at Contractor's facilities. Any costs/fees required to obtain or related to such notifications, clearances and filings shall be included in CLIN 0001 (base) CLIN 0002 (option).

**1.9.1 Tank Truck:** The Contractor's facility shall be capable of receiving approximately 50 tank trucks per day. The facility will be capable of off-loading 10 tank trucks (6,000 to 10,000 gallons capacity) simultaneously. The unloading process will include the use of an individual meter (Temperature Compensated Meter) per unloading point. This meter will be capable of recalibration, reset, and register in U.S. gallons (USG). There will also be receipt and issue filtration that meet API 1581. The Contractor will ensure that there are sampling points on the receiving manifolds.

- **Notification:** The Government shall give notice to the Contractor of scheduled product receipts. Receipt notification shall include the estimated quantity, mode of delivery, projected delivery date, shipment source, grade or type of product, and any special instructions.

**1.10 Product Shipping Requirements:** The Contractor's facilities shall be capable of shipping U.S. Government-owned product via tank trucks 24 hours per day, 7 days per week, at pumping rates between 500-600 USG per minute. The Contractor shall be responsible for obtaining all required or applicable country, national, federal, regional, state or local government or authority permits, licenses, notifications, clearances and filings for the purposes of issuing US Government-owned products at Contractor's facilities. Any costs/fees required to obtain or related to such notifications, clearances and filings shall be included in CLIN 0001 (base) CLIN 0002 (option).

**1.10.1 Tank Truck:** The Contractor's facility shall be capable of uploading approximately 50 plus tank trucks per day. The facility will be capable of uploading 10 tank trucks (6,000 to 10,000 gallons capacity) simultaneously. The uploading process will include the use of an individual meter (Temperature Compensated Meter) per uploading point. This meter will be capable of recalibration, reset, and register in U.S. gallons (USG). There will also be receipt and issue filtration that meet API 1581. The Contractor will ensure that there are sampling points on the receiving manifolds.

## **2. General Information:**



**2.1 Custody and Risk of Loss:** Custody and risk of loss is as stated below unless otherwise agreed upon.

- a. **Tank Truck Receipts.** Custody of product delivered by tank truck and risk of loss shall pass from the Carrier to the Contractor when the fuel passes the tank truck's first permanent hose connection.
- b. **Tank Truck Issues.** Custody of product delivered by tank truck and risk of loss shall pass from the Contractor to the Carrier when the fuel passes the tank truck's first permanent hose connection.

**2.2 Billing:** Unless otherwise directed, the Contractor shall prepare and distribute Government bills of lading and all other necessary paperwork to include customs documentation if necessary used during product receipt. Bills of lading, routing instructions, and transportation assistance shall be furnished by the DLA Energy Middle East Regional office or Service activity placing orders.

**2.3 Product Quality Surveillance:** The Contractor shall be responsible for maintaining the quality of the Government-owned aviation turbine fuel stored at the Contractor's facility in accordance with the most current version of MIL-STD-3004, DEPARTMENT OF DEFENSE STANDARD PRACTICE: QUALITY ASSURANCE/SURVEILLANCE FOR FUELS, LUBRICANTS AND RELATED PRODUCTS. No petroleum products will be received or shipped without first determining and confirming conformance with product quality requirements. No conveyance/container will be loaded until it is inspected by qualified Contractor personnel and deemed suitable to carry the intended product. Products will be shipped on a first-in, first-out basis unless otherwise approved or directed by the QAR/COR or DLA Energy Middle East Regional office.

- Non-conforming product will be reported to the QAR/COR or DLA Energy Middle East Regional office immediately, but no later than 15 minutes after discovery. Anytime product is received into a tank, the tank's contents will be suspended from issue pending quality conformance sampling and testing. The Contractor will ensure that certificates of quality conformance (test reports) are maintained on file for all on-hand fuel stocks.

**2.3.1 Contaminated Product Liability:** The Contractor is liable to the U.S. Government for the cost of the product and the cost of disposal or remediation for all products that become contaminated while at the Contractor's facility due to Contractor negligence.

**2.3.2 Off-Specification Product Reporting:** The Contractor shall report immediately, but no later than 15 minutes after discovery, to DLA Energy Middle East regional office, the QAR, COR, and the Contracting Officer, all receipts or on hand stocks that fail to meet product quality for receipt, storage or shipment in accordance with latest

revisions of MIL-STD- 3004. Suspected off-specification product will be isolated and shall not be released for shipment until authorized by DLA Energy QAR/COR or DLA Energy Middle East regional office region office.

**2.3.3 Laboratory Testing Requirements:** The Contractor is required to perform laboratory testing in accordance with the latest revisions of MIL-STD-3004, Table IX Minimum Sampling and Testing Requirements for Petroleum Products, and sampling in accordance with STANDARD PRACTICE FOR MANUAL SAMPLING OF PETROLEUM AND PETROLEUM PRODUCTS (API MANUAL OF PETROLEUM MEASUREMENT STANDARDS (MPMS), Chapter 8.1) and/or ASTM D4057. At a minimum, the Contractor shall either have Type C level testing capability at its facility or subcontract to perform tests. If the Contractor plans to acquire the services of a subcontractor to perform certain tests and/or functions, the Contractor is required to provide information in the offeror submission package that at a minimum includes the following information: sub-contracted laboratory name, point of contact, location and address, mode of transportation to sub-contracted laboratory, how to protect chain of custody and avoid sample contamination and turn-around time when the sample results will be received.

The Contractor shall be capable of petroleum product sampling IAW API MPMS and/or ASTM D4057 of vessels, barges, tank trucks, storage tanks, pipelines as applicable to the location. The Contractor shall maintain a supply of 10 unused epoxy lined fuel sample shipping containers for DLA Energy use or emergency need. Sample containers shall be stored to ensure they are clean and free from all substances that might contaminate the product being sampled. Containers must meet the following specifications: Complies with ASTM D-4306, height not to exceed 9 inches, diameter not to exceed 7 inches, capacity 1 USG, bung plug  $\frac{3}{4}$ " with lock-wire hole, carrying handle able to be shipped as hazardous material.

The Contractor shall be responsible for transporting all petroleum samples from job site to its laboratory or its subcontracted laboratory in accordance with local, state or federal laws.

**2.3.4 Additional Samples:** The Contractor shall provide to the Government representative samples of any product being stored, shipped, or received under the contract, at the request of, and in the manner designated by the QAR. These samples will be provided in addition to samples required elsewhere in the contract. The total number of these samples to be provided during any 12-month period will not exceed eight times the number of tanks specified in the contract. The packing, marking, shipping, and the associated costs, will be the responsibility of the Contractor. The

Contractor will provide the Government representative samples of any product being stored, shipped, or received under the contract IAW ENERGY EQAP E28 CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE) (DLA ENERGY DEC 2011).

**2.4 Ancillary Facilities:** The Contractor's facilities to be furnished under this requirement will include, at a minimum, the following:

**2.4.1 Tanks:** All tanks and facilities offered must meet the minimum requirements of the current American Petroleum Institute (API) standards, National Fire Protection Association (NFPA) codes, and/or all federal, state, and local laws and/or regulations applicable to tanks and facilities of the type to be provided. The tanks will be interconnected to provide the capability of transfer of product between tanks. Each storage tank will be equipped with a fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s).

**2.4.2 Truck Loading Facility:** Contractor shall provide 24 hours per day, 7 days per week truck loading/offloading facility to include stand-alone filtration and additive injection system capable of issuing a minimum of 210,000 USG per 8-hour workday.

**2.4.3 Filtration:** Contractor-furnished fuel filtration/separation system is required. This system must be capable of filtering F34 during tank-to-tank transfers, replacing dormant fuel in pipelines, issuing via tank truck fill stand or when repacking pipelines. The fuel filtration/separation system must be of the kind that meets the specifications outlined in the current American Petroleum Institute (API) Publication 1581, "Specifications and Qualification Procedures – Aviation Jet Fuel Filter/Separator." Normal filter replacement is at Contractors' expense and should be included in the contractor's monthly firm-fixed-price.

**2.4.4 Lighting:** The facility must be equipped with illumination to allow receipt/issue operations during hours of darkness.

**2.4.5 Additive Injection System:** An injection system that is either fixed or portable suitable for injecting all required additives as shown in sections 1.8.1.1, 1.8.1.2 and 1.8.1.3. System must be certified/calibrated and maintained in a serviceable condition at all times. It is designed to meet the harsh working conditions found in Afghanistan.

**2.5 Best Commercial Practices:** In the absence of any contract provisions or references to a method, specifications or other instruction, the Contractor shall perform all services hereunder in accordance with best commercial practices.

### 3. **Training Requirements:**

3.1. The DLA Energy Account Transaction Processor/Recorder (inventory accountant) shall complete the Fuels Management Defense (FMD-9) course and shall obtain a Common Access Card (CAC) in accordance with Appendix A and 1.7 of the PWS or, at a minimum, obtain an External Certificate Authority (ECA) as required in DLA Energy P-7, P-26 and P-32. Authorized users who are not eligible for the CAC should refer to <https://public.cyber.mil/eca/>

3.2. Terminal Manager (TM) – TM shall complete the training as required in DLA Energy P-7, P-26 and P-32, and shall obtain a CAC in accordance with Appendix A and 1.7 of the PWS, or, at a minimum, obtain an ECA. The TM shall first complete the DLA Energy Responsible Officer, Terminal Manager, and Property Administrator (RO/TM/PA) computer-based training course and then, within 90 days of appointment, attend the Joint Terminal Managers & Responsible Officers Course. The TM must also complete the RO/TM/PA computer-based training course every two years for refresher training. Additionally, the TM may attend the formal training course after three years in order to remain current on DLA Energy and DoD policy and application changes. Prospective eligible applicants shall apply through the online registration tool located at: <https://www.fuelstraining.com>. CBT training requirements for DFSP personnel are located at <https://www.fuelstraining.com>.

*Note: DLA provides a course of instruction at a Training Facility in Alexandria, VA or at [www.fuelstraining.com](http://www.fuelstraining.com). The duration of the training is as follow: three weeks for FMD-9 for accountants and one week for TM. The Contractor shall factor in all travel and any other expenses for their personnel to attend the course in the COCO Monthly Service Price.*

### 4.0 **Deliverables**

**4.1 Contractor Detailed Plans:** Following contract award, the Contractor shall have 60 days, unless otherwise indicated, to submit the COR/PA reviewed plans to the Contracting Officer for review and acceptance. The detailed plans listed below shall be reviewed by the COR/PA prior to submitting to the Contracting Officer. The plans are considered dynamic documents and shall be updated, as required, throughout the contract period.

**4.1.1 Contract Compliance Plan (CCP).** The Contractor is responsible for ensuring compliance with all contract performance requirements. As such, the Contractor shall develop an inspection system acceptable to the Government for monitoring overall contract performance. The inspection system is to include a written CCP developed and used by the Contractor to measure performance on a continuous basis. The CCP shall include performance based plans.

- General performance criteria shall include the Contractor's ability to provide continuous support capabilities as specified in this PWS
- Record keeping and reporting procedures pertaining to administrative requirements
- Bulk storage operations
- Facility/equipment maintenance

The CCP will include time specific checklists for evaluation of all operational and preventive maintenance requirements. The CCP will address procedures for corrective actions including the resolution of Corrective Action Report (CAR) and Quality Deficiency Reports (QDR) generated by the QAR/COR within 30 days after award the contractor will submit the CCP to the COR for review prior to forwarding to the Contracting Officer for final approval. The CCP will at a minimum shall include the following performance based plans. The CCP will be made available for Government review, upon request, at any time during the contract performance period. The CCP may be used by the QAR/COR for monitoring and assessing contract performance.

**4.1.2 Product Quality Control Plan.** In accordance with E-0002-E1.11 QUALITY CONTROL PLAN (DLA ENERGY MAR 2000), the Contractor shall provide a comprehensive and detailed plan that will ensure that products handled by the Contractor remain on-specification. The plan shall include sampling, testing methods, equipment, documentation of tests, records keeping, and actions to be taken in the event of unacceptable test results. The plan shall describe how product quality surveillance data will be documented and reported. The plan shall identify responsible parties for the functions. This plan shall be submitted to the COR/QAR, located in the DLA Energy Middle East Regional Office, prior to the first receipt of Government-owned product or within 30 days of contract award, whichever occurs first, for review and forwarding to the QAR for final approval and shall be effective at the start of the contract performance period.

**4.1.3 Additive Storage/Injection Plan:** The Contractor shall provide a detailed additive plan with their initial technical package, that clearly demonstrates how they will order, receive, store, maintain, and inject additives.

**5.0 Contract Line Items (CLINs):** Prices for all storage and ancillary services included in this PWS should be included in the monthly price for CLIN 0001 and Option CLIN 0002.

## **Appendix A**

### **Contractor Instructions**

#### **Common Access Card (CAC) Procedures**

Performance under this contract may require the Contractor to obtain a Common Access Card (CAC). If CACs are issued under this contract, the Contractor shall complete and comply with the following steps to obtain, control, and turn-in Government-issued CACs, as well as establish procedures to control and account for Contractor CACs at all times. This process is only for the issuance and accountability of CACs. Contractors may be required to provide additional forms and follow additional procedures for other forms of access and/or background/security checks depending on local site/installation requirements.

1. The Contractor has each Contractor employee requiring a CAC complete and sign Sections I and II of the DD Form 1172-2. The instructions for completing the DD Form 1172-2 are located at <http://www.cac.mil/docs/1172-2-Instructions.pdf>.
  - For Section II, Block 22 - If the Contractor employee signs and the DD Form 1172-2 it is then forwarded by the Contractor. This provides verification for the employee information. If the Contractor is submitting a DD Form 1172-2 for him/herself (e.g., the owner), with no higher authority above them for verification, then the signature in Block 22 must be notarized to verify identity.
2. The Contractor forwards the DD Form(s) 1172-2 via hand-carry, secure mail, or encrypted email to (NOTE: The Contractor may forward these forms individually or as a group):
  - The Contracting Officer's Representative (COR) for the contract, if a COR was designated.
  - The Contracting Officer (CO) for the contract, if no COR was designated.
3. Each Contractor employee must verify his/her account information upon receipt of an email from the Government containing a username and password for the Trusted Associate Sponsorship System (TASS). The web link for TASS is included in the email.
4. Each Contractor employee will receive an email via TASS when his/her account has been approved. The email will notify the employee to obtain a Government-issued CAC from the nearest Real-Time Automated Personnel Identification System (RAPIDS) office. The email will also provide a link that identifies the

locations of RAPIDS offices.

5. Each Contractor employee shall obtain his/her issued CAC from the RAPIDS office.
6. The Contractor, within one (1) business day of issuance, provides written notice via email to the COR (or the CO, if no COR was designated) for each Contractor CA issued, identifying the Contractor employee's name, the date of issuance, and the date of expiration of the CAC. This notification may be made individually for each Contractor employee or together for a group of Contractor employees.
7. The Contractor establishes procedures to control and account for Government-issued Contractor CACs at all times, to include the following:
  - Ensure Contractor CACs issued for this contract are only used for the purpose of performing under this contract.
  - Ensure Contractor CACs are secured in a manner that precludes unauthorized use and that recognizes the CAC is the property of the U.S. Government.
  - Ensure Contractor employees do not abuse or place holes in their CACs.
  - Ensure Contractor employees do not display their CACs in public.
8. If a Contractor CAC is lost or stolen:
  - The Contractor employee shall immediately notify the Contractor that the Contractor CAC has been lost or stolen.
  - The Contractor shall immediately notify the COR (or the CO, if no COR was designated), detailing the circumstances regarding the lost or stolen Contractor CAC, as follows:
    - In person, followed within one (1) business day by a written notice via email, or
    - In writing, via email, or
    - By telephone, followed within one (1) business day by a written notice via email.
  - The Contractor shall report the lost or stolen CAC card to the local DLA Police/host installation police, who will provide the Contractor a police report. If there is no local DLA Police/host installation police, or no police report is provided, the Contractor shall provide information to the COR/CO, as applicable, detailing the circumstances of how the CAC was lost or stolen. The COR/CO will provide a memorandum for the Contractor employee to support issuance of new CAC.
  - The Contractor has the Contractor employee bring the

report/memorandum to the nearest RAPIDS office. If the CAC can be reissued within 24 hours, bring the report/memorandum to the nearest CAC office for reissue. If the CAC cannot be reissued in 24 hours, follow the steps for a new CAC, beginning at Step 1.

9. If the expiration date for a Contractor CAC is prior to completion of the contract and the Contractor employee is to continue working under the contract and still requires a CAC, the Contractor:
  - Notifies the COR as follows:
    - In person, followed within one (1) business day by a written notice via email, or
    - In writing, via email, or
    - By telephone, followed within one (1) business day by a written notice via email.
  - No less than two (2) weeks prior to the current CAC's expiration date, completes and complies with the steps above beginning with Step 2 for issuance of a new Contractor CAC for the employee.
  - Brings the expiring CAC to the RAPIDS office for turn-in and receives new CAC.
  - Notifies the COR once a new CAC has been issued.
10. The Contractor/Contractor employee turns in any found CACs immediately, via hand-carry, to the nearest Federal law enforcement office.
11. The Contractor immediately collects all Contractor CAC(s) from the Contractor employee(s) at:
  - Contract completion or termination
  - Termination/Reassignment of an employee (this includes any reason the employee is no longer working for the Contractor under the contract or otherwise no longer requires a CAC)
12. The Contractor:
  - For contract completion or termination – within one (1) business day after collecting the Contractor CAC(s), arranges for turn-in via one of the below methods:
    - ii. If the COR/CO is co-located or near enough that in-person transfer of CACs can be arranged, the Contractor:



- Arranges to meet the COR (or the CO, if no COR was designated) to turn-in the collected Contractor CAC(s).
  - Hand-carries all collected Contractor CACs for turn-in to meet the COR (or the CO, if no COR was designated).
  - Completes and signs the Government-Issued Contractor CAC Turn-In Receipt with the COR (or the CO, if no COR was designated). The Contractor is provided a copy of the receipt.
- iii. If in-person transfer of CAC cannot be arranged, the Contractor:
- Sends, via certified mail, the CACs to the COR/CO. The Contractor includes in the package the Government-Issued Contractor CAC Turn-In Receipt, with signed acknowledgement of Contractor turn-in.
  - Notifies COR/CO that CACs have been sent via certified mail.
  - Receives a completed copy of the receipt from the COR/CO once the COR/CO has received the CACs.
- o For termination/reassignment of an employee:
- i. Immediately notifies the COR (or the CO, if no COR was designated) that the employee is no longer working for the Contractor under the contract or otherwise no longer requires a CAC, as follows:
- In person, followed within one (1) business day by a written notice via email, or
  - In writing, via email, or
  - By telephone, followed within one (1) business day by a written notice via email.
- ii. Follows the turn-in procedures above for contract completion or termination, as applicable.

Contractor Reporting Requirements: The Contractor is required to submit, on a monthly basis, to the COR (or the CO, if no COR was designated) a report of all employees working on the contract who have been issued CAC cards and a verification of whether each listed employee still requires a CAC. The report must note where changes have occurred (additions or deletions) since the previous month. Contractor employees who already have a CAC related to

another DLA or DoD contract must be included in the monthly report. Contractor shall note the issuing organization and the CAC expiration date. Contractor is still responsible for notifying the COR/CO when the individual is no longer working under the subject contract.

The above procedures have been established as a DLA security measure. Contractors are advised that failure to comply with any of the above requirements will be considered a violation of the terms and conditions of the contract and the Contracting Officer may take action to remedy such violations. Specifically, failure to safeguard, follow these procedures, including reporting requirements, or turn-in CACs within the established timeframes may result in the following actions, which are in addition to other actions the Contracting Officer may take under governing law and regulation and the terms and conditions of the contract:

- Immediate work stoppage (issuance of a stop work order), not to be lifted until resolution of CAC issue
- Disapproval of invoices and delay of payment
- Withholding of final payment (in accordance with FAR 52.204-9)
- Documentation of CAC Non-Compliance in the Contractor Performance Assessment Reporting System (CPARS)