

NOTICE TO OFFERORS

1. Issuing Office:
DLA Distribution Acquisition Operations (J7)
430 Mifflin Avenue, Suite 3102A
New Cumberland, PA 17070-5008
2. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 in conjunction with Subpart 13.5 of the Federal Acquisition Regulation (FAR), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This solicitation is issued as a Request for Quote (RFQ) and the solicitation number is SP3300-22-Q-0023.
3. This notice incorporates provisions and clauses in effect

REGULATION	IDENTIFICATION	EFFECTIVE DATE	UPDATE
Federal Acquisition Circular (FAC)	2022-01	04 Nov 2021	Federal Register
Defense Federal Acquisition Regulation Supplement (DFARS) Publication Notice (DPN)	20211105	05 Nov 2021	Publication Notices
Defense Logistics Acquisition Directive (DLAD) Current to Revision 5 through Procurement Letter (PROCLTR)	2022-03	29 Oct 2021	DLAD

The following FAR, DFARS, and DLAD provisions and clauses apply to this RFQ. The full text version of these provisions and clauses may be viewed at:

FAR	https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse	Select Title 48, Federal Acquisition Regulations System. Chapter 1 is the FAR
DFAR	https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse	Select Title 48, Federal Acquisition Regulations System. Chapter 2 is the DFARS
DLAD	https://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx	

4. **DESCRIPTION OF REQUIREMENT:** DLA Distribution Anniston AL requires a vendor to provide 2 EA PAC PVB 24" Industrial vacuum sealers or Equal. **The options required to be installed are an integrated air compressor and locking swivel casters.** The Schedule of Supplies is provided as Attachment 1. Vendors submitting a quote for an equal product must include sufficient technical data, brochures, etc. for the Government to be able to conduct a technical acceptability review.

Delivery Address:
SB3540
DLA DISTRIBUTION ANNISTON
BOSS SUPP OFFICER 256-235-4119/4531
7 FRANKFORD AVE BLDG 362
ANNISTON AL 36201-4199

5. **LIST OF ATTACHMENTS:**

Attachment 1 Schedule of Supplies

6. Any award resulting from this RFQ will be issued on a Standard Form (SF) 1449.
7. This solicitation is being solicited on an unrestricted basis The Federal Supply Code (FSC) for this acquisition is 63540 and the North American Industry Classification System (NAICS) for this acquisition is 333993 (Packaging Machinery Manufacturing) with a small business size standard of 500 employees. This contract will have no Defense Priorities and Allocation System (DPAS) rating.
8. **SYSTEM FOR AWARD MANAGEMENT (SAM):** A prospective awardee shall be registered in the System for Award management (SAM) database by the quotation submission date, during performance and through final payment of any contract resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the SAM website at beta.sam.gov. Contractor shall type company name, address, and CAGE code exactly as it appears in the DoD System for Award Management (SAM) Database.
9. **INVOICING AND PAYMENT:** Invoicing and Payment will be made via Wide Area Work Flow. See DFARS Clause 252.232-7006.
10. **Illegal Items Not Authorized on Federal Installation:** Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific offense and requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.
11. **Management of Contractor Employees:** The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement Of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.
12. **ORGANIZATIONAL CONFLICT OF INTEREST:** The contractor shall be ineligible from participation as a contractor, subcontractor, or consultant in any procurement arising or resulting from any of the services provided to DLA on this contract. This restriction includes providing services to any potential bidders on such procurements. The contractor shall not incorporate its product or services in any Performance Work Statement or specification unless directed to do so in writing by the Contracting Officer.
13. The Government is not soliciting for the "same old way" of doing business. The Government encourages proposals that will achieve savings through innovative processes. Furthermore, DLA Distribution personnel are working to eliminate unnecessary requirements and negotiating for a reduction in supplies/material prices. Therefore, your assistance is requested in reducing prices and improving our buying processes.
14. The Schedule of Services is provided as Attachment 1. The vendor need only to complete the unit pricing in the fields highlighted. Vendor must price all CLINs to be considered for award.

15. **ELECTRONIC SOLICITATION:** This combined synopsis/solicitation, including all attachments, and any amendments, is only available electronically at the website www.sam.gov. Offerors are cautioned that it is their responsibility to access the website for any amendments that may be issued under the solicitation. There will be no advance notification of amendment issuance. Offerors are advised to consult the website frequently to check for any amendments since an amendment may be issued up until the quote submission due date and time. Failure to acknowledge amendments may render your quote non-responsive and ineligible for award.

SOLICITATION PROVISIONS SECTION

FAR Provision 52.212-1, Instructions to Offerors - Commercial Items, applies to this acquisition. (Jan 2017)

Addenda to FAR 52.212-1, Instructions to Offerors -- Commercial Items (Jan 2017)

Reference paragraph (c) under referenced provision FAR 52.212-1. This paragraph is tailored to read as follows:

(c) Period of acceptance of offers. The Offeror agrees to hold prices in its offer firm for 45 calendar days from the date specified for receipt of offers.

The following paragraphs under referenced provision 52.212-1 are hereby deleted:

- (d) Product samples;
- (e) Multiple Offers; and
- (h) Multiple Awards

Instructions to Offerors

This acquisition will be solicited in accordance with FAR Subpart 12.6 –the Streamlined Procedures for the Evaluation and Solicitation of Commercial Items.

Quote Submission Instructions –Quotes must include the following items. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award.

Quotations may be submitted in contractor format and shall include: Vendor must quote all CLINs. The vendor must also mark its quote Source Selection Information FAR 2.101 and 3.104 in the header of the document.

- (1) Company name, address, telephone number, e-mail address, and FAX number;
- (2) Solicitation number;
- (3) Unit Price and extended prices for all CLIN(S). Offerors should use Attachment 1 to submit its quote. Offerors shall quote Firm Fixed Unit Prices for all line items shown on the Schedule of Supplies/Services included as Attachment 1 to this solicitation. Pricing shall be quoted as FOB Destination, with all shipping, packing and packaging charges included in the Firm Fixed Unit Prices for each item. All prices must be rounded to two decimal points.
- (4) Answers to the questions on Attachment 1 Schedule of Supplies

(5) Contractor DUNS Number and Commercial and Government Entity (CAGE) Code:

(6) Signed acknowledgements of amendments (applicable only if any amendments are issued against this solicitation).

(7) A completed copy of the provision at 52.212-3, Offeror Representations and Certifications -- Commercial Items, or a statement that the Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://beta.sam.gov>. If the latter of the two options is selected, then the Offeror verifies by submission of this offer that the representation 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 RFQ.

(8) Vendors must quote all CLINS to be considered for award.

QUESTIONS regarding this solicitation shall be submitted by electronic mail to the Acquisition Specialist, Carl Devitz, via email at carl.devitz@dla.mil, Subject: SP330022Q0023 RFQ Question. Question(s) must be received by 3:00 PM EST on Wednesday December 15, 2021. Answers to questions will be posted to the beta.sam.gov website via an amendment to the solicitation.

All quote submittals shall be submitted via email to; carl.devitz@dla.mil, NLT 1:00PM NEW CUMBERLAND, PENNSYLVANIA TIME ON Wednesday December 22, 2021. The subject line must include SP330022Q0023.

Vendor must return the following with its quote:

- 1. Completed copy of Attachment 1 (Schedule of Supplies)**
- 2. Technical documentation, product brochures for equal products**
- 3. Completed copy of company representations and certifications from [beta.SAM.gov](https://beta.sam.gov).**
- 4. Signed and dated copies of solicitation amendments, if any.**

Failure to provide all of the above will make your quote non-responsive and it will not be considered.

Proposals/Quotes must have the following Controlled Unclassified Information (CUI) and Source Selection Sensitive references marked/incorporated into the appropriate pages on each proposal/quote volume:

- 1. Header on all pages: 1st Line of Header: "CUI"
2nd Line of Header: "Source Selection Information - See FAR 2.101 and 3.104"**
- 2. 1st page, bottom right corner (above footer):
"Controlled by:
Controlled by:
CUI Category: PROCURE/SSEL
Distribution/Dissemination Controls: FEDONLY
POC:
3. Footer (at very bottom) on all pages stating "CUI"**

Any award resulting from this solicitation will be issued on a Standard Form (SF) 1449. There will be a single award to the vendor which provides the lowest priced technically acceptable quote for all CLINS. The quotes will be evaluated for lowest total price for all CLINS as represented on Attachment 1 Schedule of Supplies.

Addenda FAR 52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following shall be used to evaluate offers: Quotes received will be evaluated in accordance with FAR 13.106-2. The Government intends to award one (1) Firm-Fixed Price (FFP) contract resulting from this notice on an all or none basis to the responsible Offeror who offers the lowest priced technically acceptable evaluated price for the supplies. In addition, data available in the statistical reporting module of the Supplier Performance Risk System (SPRS) regarding the supplier's past performance history for the Federal supply class (FSC) of the supplies being purchased will be considered. In the case of a supplier without a record of relevant past performance history in SPRS for the FSC or PSC of the supplies being purchased, the supplier will not be evaluated favorably or unfavorably for its past performance history. In the context of acceptability/unacceptability, "unknown" shall be considered acceptable.

(End of Provision)

The following provisions are incorporated by reference

FAR PROVISION	TITLE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.204-7	System for Award Management
52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership or Control of Offeror
52.204-20	Predecessor of Offeror
52.204-22	Alternate Line Item Proposal
52.204-26	Covered telecommunications Equipment or Services--Representation
52.209-2	Prohibition On Contracting With Inverted Domestic Corporations--Representation
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
52.212-3 (Alt 1)	Offeror Representations and Certifications--Commercial Items--Alternate I
52.219-1 (Alt 1)	Small Business Program Representations--Alternate I
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications
DFARS PROVISION	TITLE
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.204-7003	Control of Government Personnel Work Product
252.204-7004	DoD Antiterrorism Awareness Training for Contractors
252.204-7007	Alternate A, Annual Representations and Certifications
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7011	Alternate Line Item Structure
252.215-7007	Notice of Intent to Resolicit
252.213-7013	Supplies and Services Provided by Nontraditional Defense Contractors

252.225-7000	Buy American-Balance of Payments Program Certificate
--------------	--

The following provisions are incorporated by full text

52.211-6 Brand Name or Equal. (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

DLAD 52.233-9001 Disputes: Agreement to use Alternative Dispute Resolution (ADR) (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 with legal counsel (see DLA Directive 5145.1). 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)

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)

Amendment(s) published July 14, 2020, in 85 FR 42679

EFFECTIVE DATES: Aug. 13, 2020

11. Amend section 52.204-25 by—

- a. Revising the date of the clause;
- b. In paragraph (a), adding in alphabetical order the definitions “Backhaul”, “Interconnection arrangements”, “Reasonable inquiry” and “Roaming”;
- c. Revising paragraph (b); and
- d. Removing from paragraph (e) “this paragraph (e)” and adding “this paragraph (e) and excluding paragraph (b)(2)” in its place.

(End of Provision)

FAR 52.219-1 Small Business Program Representations (Oct 2014) Alt I (Sep 2015)

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

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

“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 the size standard in paragraph (b) of this provision.

"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.

"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 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) The North American Industry Classification System (NAICS) code for this acquisition is 333993.

(2) The small business size standard is 500 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.*] The Offeror represents as part of its offer 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)(4)(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.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The Offeror represents as part of its offer that--
- (i) It is, is not an EDWOSB 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)(5)(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.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (7) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (8) *[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)(8)(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.
- (9) *[Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The Offeror shall check the category in which its ownership falls:
- 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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

End of Provision Section

SOLICITATION CLAUSE SECTION

ADDENDA TO 52.212-4 Contract Terms and Conditions-Commercial Items (OCT 2018)

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of whistleblower Rights
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
FAR	52.204-9	Personal Identity Verification of Contractor Personnel
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.204-13	System for Award Management Maintenance
FAR	52.204-18	Commercial and Government Entity Code Maintenance
FAR	52.204-19	Incorporation by Reference of Representations and Certifications
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
FAR	52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
FAR	52.211-17	Delivery of Excess Quantities
FAR	52.212-4	Contract Terms and Conditions—Commercial Items
FAR	52.219-6	Notice of Total Small Business Set-Aside(DEVIATION 2020-O0008
FAR	52.219-28	Post-Award Small Business Program Rerepresentation
FAR	52.222-25	Affirmative Action Compliance
FAR	52.223-5	Pollution Prevention & Right-To-Know Information (Alt 1)
FAR	52.223-6	Drug Free Workplace
FAR	52.225-13	Restrictions on Certain Foreign Purchases
FAR	52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management
FAR	52.232-36	Payment by Third Party
FAR	52.232-39	Unenforceability of Unauthorized Obligations

FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors
FAR	52.233-1	Disputes
FAR	52.233-3	Protest after Award
FAR	52.233-4	Applicable Law for Breach of Contract Claim
FAR	52.242-17	Government Delay of Work
FAR	52.243-1	Changes Fixed Price (Alt 1)
FAR	52.246-2	Inspection of Supplies – Fixed Price
FAR	52.246-16	Responsibility for Supplies
FAR	52.247-34	F.o.b. Destination
FAR	52.253-1	Computer Generated Forms
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights
DFARS	252.203-7005	Representation Relating to Compensation of Former DoD Officials
DFARS	252.204-7003	Control of Government Personnel Work Product
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
DFARS	252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
DFARS	252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS	252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
DFARS	252.223-7008	Prohibition of Hexavalent Chromium
DFARS	252.225-7001	Buy American and Balance of Payments Program
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors
DFARS	252.225-7012	Preference for Certain Domestic Commodities
DFARS	252.225-7048	Export Controlled Items
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
DFARS	252.232-7010	Levies on Contract Payments
DFARS	252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration
DFARS	252.243-7001	Pricing of Contract Modifications
DFARS	252.243-7002	Requests for Equitable Adjustment
DFARS	252.244-7000	Subcontracts for Commercial Items
DFARS	252.247-7023	Transportation of Supplies by Sea

52.212-5 Contract Terms and Conditions Required to Implement Statutes Executive Orders – Commercial Items (SEP 2021)

(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:

52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (41 U.S.C. 4704 and 10 U.S.C. 2402)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Pub. L. 109-282) (31 U.S.C. 6101 note).
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (31 U.S.C. 6101 note).
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (41 U.S.C. 2313).
52.219-8	Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
52.219-13	Notice of Set-Aside of Orders (15 U.S.C. 644(r)).
52.219-28	Post Award Small Business Program Rerepresentation (15 U.S.C. 632(a)(2)).

52.222-19	Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
52.222-21	Prohibition of Segregated Facilities
(i) 52.222-26	Equal Opportunity (E.O. 11246).
(i) 52.222-35	Equal Opportunity for Veterans (38 U.S.C. 4212).
(i) 52.222-36	Equal Opportunity for Workers with Disabilities (29 U.S.C. 793).
52.222-37	Employment Reports on Veterans (38 U.S.C. 4212).
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496).
52.222-50	Combating Trafficking in Persons (22 U.S.C. chapter 78 and E.O. 13627).
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving (E.O. 13513).
52.225-13	Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
52.232-33	Payment by Electronic Funds Transfer--System for Award Management (31 U.S.C. 3332).

THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

FAR	https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse	Select Title 48, Federal Acquisition Regulations System. Chapter 1 is the FAR
DFAR	https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse	Select Title 48, Federal Acquisition Regulations System. Chapter 2 is the DFARS
DLAD	https://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx	

(End of Clause)

DFARS 252.225-7013 Duty-Free Entry. (DEVIATION 2020-O0019)

(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.

“Customs territory of the United States” means the 50 States, the District of Columbia, and Puerto Rico.

“Eligible product” means—

(i) “Designated country end product,” as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(ii) “Free Trade Agreement country end product,” other than a “Bahrainian end product,” a “Moroccan end product,” a Panamanian end product,” or a “Peruvian end product,” as defined in the Buy American—Free Trade

Agreements—Balance of Payments Program (either basic or alternate II) clause of this contract, basic or its Alternate II; (iii) “Free Trade Agreement country end product” other than a “Bahrainian end product,” “Korean end product,” “Moroccan end product,” “Panamanian end product,” or “Peruvian end product,” as defined in of the Buy American—Free Trade Agreements—Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

“Qualifying country” and “qualifying country end product” have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American—Free Trade Agreements—Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on—

- (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.

(c) The Contractor shall—

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
- (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than—

- (i) Scrap or salvage; or

- (ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies—

- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall—

- (1) Consign the shipments to the appropriate—
 - (i) Military department in care of the Contractor, including the Contractor's delivery address; or

- (ii) Military installation; and

(2) Include the following information:

- (i) Prime contract number and, if applicable, delivery order number.
- (ii) Number of the subcontract for foreign supplies, if applicable.
- (iii) Identification of the carrier.
- (iv)(A) For direct shipments to a U.S. military installation, the notation: “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.”

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and

address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall—

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall—

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages—

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice—

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

- (11) Country of origin; and
- (12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if—

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for—

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts—

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

DFARS 252.225-7036 Buy American—Free Trade Agreements--Balance of Payments Program. (DEVIATION 2020-O0019)

(a) Definitions. As used in this clause—

“Bahrainian end product” means an article that—

(i) Is wholly the growth, product, or manufacture of Bahrain; or

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

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

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

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

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

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

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

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

“Domestic end product” means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

- (1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or
- (B) The end product is a COTS item.

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

“Foreign end product” means an end product other than a domestic end product.

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

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

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

“Moroccan end product” means an article that—

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

“Panamanian end product” means an article that—

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

“Peruvian end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of Peru; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The

term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

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

“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.

“Qualifying country end product” means

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—

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

- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.
- (3) Components of foreign origin of a class or kind for which the

Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

- (B) The end product is a COTS item.

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

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

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products, or other foreign end products in the Buy American—Free Trade Agreements—Balance of Payments Program Certificate—Basic provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, or, at the Contractor’s option, a domestic end product.

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

(End of clause)

DFARS 252.211-7003 Item unique identification and valuation

(a) Definitions. As used in this clause—

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

Concatenated unique item identifier means—

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid__equivalents.html.

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

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

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

Government's unit acquisition cost means—

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg__Authority15459.

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

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

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

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

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

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii__types.html.

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

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

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

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

Contract line, subline, or exhibit line item No.

Item description

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code—

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions (May 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://beta.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

Invoice _____

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP3300
Admin DoDAAC	SP3300
Inspect By DoDAAC	N/A
Ship To Code	SB3540
Ship From Code	N/A
Mark For Code	SB3540
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Carl Devitz	Carl.devitz@dla.mil
-------------	---------------------

(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.

N/A

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

(End of Clause)

DLAD Procurement Note C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dsc.dmsms@dla.mil.
(End of Procurement Note)

DLAD Procurement Note C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)

(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website ([http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance- Program/](http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/)).

(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

(End of Procurement Note)

DLAD Procurement Note L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (JUN 2020)

(1) The Government will use the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) to evaluate suppliers' past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The

Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria (https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

DLAD Procurement Note L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

(End of Procurement Note)

DLAD Procurement Note L11 Small Business Program Representations (AUG 2017)

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

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

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

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

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

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

END OF SOLICITATION