COMBINED SYNOPSIS/SOLICITATION
SPE605-26-R-0212

Part: U.S. Government Procurements

Subpart: Supplies, Equipment, and Materials

Class Code: 91 – Fuels, Lubricants, Oils and Waxes

Address of Contracting Office: Defense Logistics Agency Energy, 8725 John J. Kingman Road, Suite 4950, Ft. Belvoir, Virginia 22060-6222, United States of America

Subject: Delivery of petroleum products to various locations in Bahrain

Web Address: http://www.energy.dla.mil

1. Solicitation Number SPE60526R0212 is issued as a Combined/Synopsis-Solicitation - Request for Quotations (RFQ) for commercial products or commercial services in accordance with the Revolutionary FAR Overhaul (RFO) effective date December 18, 2025, Class Deviation 2026-O0028, using RFO Subpart 12.2. This announcement constitutes the only solicitation; quotations are being requested. The Solicitation will be posted on the System for Award Management (SAM.gov).

2. This Solicitation incorporates provisions and clauses in effect and in accordance with the RFO and the Defense Federal Acquisition Regulation Supplement (DFARS): Class Deviation 2026-O0028, effective date February 1, 2026, and Defensive Logistics Acquisition Directive (DLAD): Effective January 12, 2026, through PROCLTR 2026-03. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer.

3. The line items under this acquisition are issued under **Full and Open Competition**. This acquisition **is not** set-aside for small business concerns. The NAICS code 324110 applies to this acquisition. The Government contemplates award(s) of a Fixed Price Requirements Contract with Economic Price Adjustment resulting from this combined solicitation/synopsis.

4. **Line Items:** The five (5) line item requirements listed under SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) has an estimated quantity for Diesel Fuel, 10 PPM Sulfur (SFD) (9140-01-556-9156) 255,000 U.S. Gallons and Gasoline, Mid Unl (MUM) (9130-01-272-0983) 102,000 U.S. Gallons.

5. **Description of Requirements:** Delivery of various fuel products throughout the Kingdom of Bahrain.

6. **Transportation:** Supplies shall be delivered to the destination (F.O.B. destination). The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery of the supplies to the destination.

7. **Performance Period:** *Ordering Period Begins: February 1, 2027, and Ends: January 31, 2030.*
   Delivery Period Begins: 48 Hours after receipt of an order and Ends: 30 days after the end of the ordering period.

8. **Closing Date and Time:** July 20, 2026, 13:00 hours local time, Fort Belvoir, VA

9. **Question and Answer Period:** To encourage maximum participation, a question and answer period has been established. Starting from the issue date of this solicitation June 16, 2026, to July 03, 2026, 1300 hours Eastern Time all potential offerors may ask any questions or seek clarification of solicitation terms. No further questions will be received after the above stated date and time. All questions shall be submitted to the Contracting Officer Georgia Dotson at (Georgia.Dotson@dla.mil), and the Contract Specialist John Stanislaus at (John.Stanislaus@dla.mil). Answers will be consolidated and answered via official amendment(s) to the solicitation. Extensions of the closing date to an open solicitation are at the sole discretion of the Contracting Officer and will be issued via an amendment, if applicable.

10. **JCCS Registration**: All offerors **must be registered and approved in the Joint Contingency Contracting System (JCCS) to be eligible for contract award(s)** in the U.S. Central Command (CENTCOM) Area of Operation (AOR). **If Offeror is not approved by the Closing Date and Time for quotation submission**, Offeror **WILL NOT** be further evaluated. The offeror shall provide the CAGE Code and JCCS number for the prime contractor (i.e. the Offeror). The Offeror's JCCS account information SHALL be current, accurate and complete by the date that offers are due. **The Government will reject an offer if the offeror is not approved in JCCS by the deadline for receipt of quotations.**

11. **Offerors must offer on all line items**. An offeror that fails to offer "**on all"** products will be ineligible for award. CLINs are not separately awardable; all (number) CLINs will be awarded together, on an all or none basis based on an **aggregate** extended price. The offeror shall provide the unit price by CLIN and a **total aggregate price** for all six (6) CLINS.

12. **Offerors Pricing:** All offerors must submit pricing in unit price (U.S. dollars) per U.S. gallon format: Example: ($0.000000/USG)

13. **Price Escalation:** By submission of its quotation, Offeror acknowledges that DLA Energy will not change the reference price indicator after contract award under clause ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DLA ENERGY JAN 2012) (g)(4), on the basis of any market conditions that existed prior to contract award.

14. **Tax Note:** The U.S. Government is tax exempt. **DO NOT** include any taxes in offered prices for which the U.S. is tax exempt.

15. **Exceptions:** Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Offerors shall submit all exceptions taken in list format. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

16. Pursuant to FAR 52.212-1(g), the Government has reserved the right to make award without discussions. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. Offer Submission Package must be factual, accurate, and complete. Failure to provide all information and documents required under the solicitation may render a quotation technically unacceptable and preclude further consideration.

SPECIAL NOTES:

1. **If awarded:** Close coordination with site personnel and DLA Energy Middle East Office is required prior to each delivery. Contractor shall have all necessary equipment to facilitate downloading fuel into storage apparatus for each line item.

2. **If awarded:** Contractor shall provide the tank batch certificate of quality (COQs) represented for all fuel deliveries under the resultant contract/order to the DLA Energy Middle East Office at DLA Energy-ME.quality.dla.mil for approval prior to any deliveries. In addition, provide certificate of quality (COQs) to the customer at the time of delivery. A DD250 is to be used as the bill of lading to which the following be included for all products: temperature, density, corrected density and corrected quantities (if required) on all shipment documents.

3. Any violation of the Iran Sanctions Act is strictly forbidden. Contractor shall not source nor blend any portion of the fuel destined for DLA Energy with refined fuel products sourced from Iran. By submission of its offer, the offeror 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.

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/current/title-48/chapter-1, https://www.acq.osd.mil/dpap/dars/dfarspgi/current/, and https://www.dla.mil/Acquisition/Policy-and-Directives/#98025.

Number	Title	Date
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	MAR 2026
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.204-2	Security Requirements	FEB 2026
52.204-19	Incorporation by Reference of Representations and Certifications	NOV 2025
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2025

52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2025
52.204-27	Prohibition on a ByteDance Covered Application	NOV 2025
52.204-28	Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts	NOV 2025
52.211-5	Material Requirements	FEB 2026
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services	NOV 2025
52.215-1	Instructions to Offerors—Competitive Acquisition	MAR 2026
52.215-14	Integrity of Unit Prices	MAR 2026
52.215-19	Notification of Ownership Changes	JAN 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification	NOV 2025
52.233-1	Disputes	MAR 2026
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	NOV 2025
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	FEB 2026
252.204-7021	Cybersecurity Maturity Model Certification Requirements	NOV 2025
252.204-7022	Expediting Contract Closeout	FEB 2026
252.204-7023	Reporting Requirements for Contracted Services	FEB 2026
252.205-7000	Provision of Information to Cooperative Agreement Holders	FEB 2026
252.211-7003	Item Unique Identification and Valuation	FEB 2026
225.211-7008	Use of Government- Assigned Serial Numbers	FEB 2026
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders	FEB 2026
252.223-7008	Prohibition of Hexavalent Chromium	FEB 2026
252-225-7001	Buy American and Balance of Payments Program	FEB 2026
252.225-7012	Preference for Certain Domestic Commodities	OCT 2023
252.225-7021	Trade Agreements	FEB 2026
252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program	FEB 2026

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.acquisition.gov/far-overhaul/far-part-deviation-guide.

Number	Title	Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	FEB 2026
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2026

252.209- 7021	Prohibition Relating to Conflicts of Interest in Consulting Services-Certification	MAY 2026
252.215-7008	Only One Offer	FEB 2026
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	FEB 2026
252.219-7000	Advancing Small Business Growth	FEB 2026
252.225-7000	Buy American-Balance of Payments Program Certificate	FEB 2026
252.225-7020	Trade Agreements Certificate	FEB 2026
252.225-7031	Secondary Arab Boycott of Israel	FEB 2026
252.225-7035	Buy American-Free Trade Agreements-Balance of Payments Program Certificate	FEB 2026
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	FEB 2026
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation	FEB 2026

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

NUMBER	CLAUSE TITLE	DATE
	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (ALASKA/HAWAII) (DLA ENERGY)	JAN 2012
	ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DLA ENERGY)	JAN 2012

SECTION C – DECRIPTION/SPECTIFICATIONS/STATEMENT OF WORK

NUMBER	CLAUSE TITLE	DATE
C1.02	GENERALIZED TECHNICAL GUIDANCE (SEE ATTACHMENT 4)	
C16.67-2	DIESEL FUEL SPECIFICATION (SFD) (SEE ATTACHMENT 4)	
C16.69-2	GASOLINE AUTOMOTIVE, UNLEADED, MIDGRADE (MUM) (SEE ATTACHMENT 4)	

SECTION E – INSPECTION AND ACCEPTANCE

NUMBER	CLAUSE TITLE	DATE
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (SEE ATTACHMENT 4)	
E12	POINT OF ACCEPTANCE (SEE ATTACHMENT 4)	
E18.01	SAMPLE SUBMISSION (SEE ATTACHMENT 4)	
E21.01	POINT OF INSPECTION (SEE ATTACHMENT 4)	
E22	LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (SEE ATTACHMENT 4)	
E35	NONCONFORMING SUPPLIES AND SERVICES (SEE ATTACHMENT 4)	
E37	SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S)	
E40.01	MATERIAL INSPECTION AND RECEIVING REPORT (MIRR)/WIDE AREA WORKFLOW (WAWF) ENERGY	

	RECEIVING REPORT (ERR) (BULK FUEL/DIRECT DELIVERY AVIATION FUEL) (SEE ATTACHMENT 4)	

SECTION F – DELIVERIES AND PERFORMANCE

NUMBER	CLAUSE TITLE	DATE
	VARIATION IN QUANTITY	
FAR 52.247-34	F.O.B. DESTINATION	APR 1984
	TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S)	
	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&S)	
FAR 52.216-18	ORDERING	Aug 2020
	ORDERING AND PAYING OFFICERS (OVERSEAS PC&S)	
	DETERMINATION OF INVOICE QUANTITY (PC&S) (MIDDLE EAST)	

SECTION G – CONTRACT ADMINISTRATION DATA

NUMBER	CLAUSE TITLE	DATE
DFARS 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	JAN 2023
	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED	
	ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM	

SECTION I – CONTRACT CLAUSES

NUMBER	CLAUSE TITLE	DATE
FAR 52.202-1	DEFINITIONS	JUN 2020
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	STATUTE
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY	STATUTE
FAR 52.216-22	INDEFINITE QUANTITY, ALT I	FEB 2026
FAR 52.217-9	OPTIONS TO EXTEND THE TERM OF THE CONTRACT	NOV 2025
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS	STATUTE
FAR 52.222-50 WITH ALT I	COMBATING TRAFFICKING IN PERSONS, WITH ITS ALTERNATE I	STATUTE
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FEB 2021
FAR 52.225-25	PROHIBITION OF CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTFICATIONS	STATUE
FAR 52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	SEP 2025
FAR 52.233-3	PROTEST AFTER AWARD	STATUTE
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	STATUTE
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	STATUTE
DFARS 252.223-7001	HAZARD WARNING LABELS	APR 2024

SECTION J – LIST OF ATTACHMENTS

NUMBER	TITLE
ATTACHMENT 1	OFFEROR SUBMISSION PACKAGE LIST
ATTACHMENT 2	PRICE DATA SHEET
ATTACHMENT 3	SAFTEY DATA SHEET
ATTACHMENT 4	DLA ENERGY QUALITY PROVISIONS C – E QAPS
ATTACHMENT 5	SUBCONTRACTOR OWNER & EMPLOYEE DATA SHEET

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

NUMBER	CLAUSE TITLE	DATE
FAR 52.204-91	CONTRACTOR IDENTIFICATION	NOV 2025
FAR 52.208-90	GOVERNMENT SUPPLY SOURCES	NOV 2025
FAR 52.209-12	CERTIFICATION REGARDING TAX MATTERS	STATUTE
FAR 52.211-11	LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000
FAR 52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	E.O.
FAR 52.225-3	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	STATUTE
FAR 52.225-4	BUY AMERICAN-FREE TRADE AGREEMENTS-ISTAELI TRADE ACT CERTIFICATE	STATUTE
FAR 52.225-5	TRADE AGREEMENTS	STATUTE
FAR 52.225-6	TRADE AGREEMENTS CERTIFICATE	STATUTE
FAR 52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	STATUTE
FAR 52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTORINFORMATION SYSTEMS	STATUTE
DFARS 252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION	DEC 2019
DFARS 252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION	MAR 2021
DFARS 252.225-7050	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM	DEC 2022

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

NUMBER	CLAUSE TITLE	DATE
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT	STATUTE
FAR 52.204-7 WITH ALT I	SYSTEM FOR AWARD MANAGEMENT –ALTERNATE I	STATUTE
FAR 52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2025
FAR 52.216-1	TYPE OF CONTRACT	NOV 2025
FAR 52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	STATUTE
FAR 52.237-1	SITE VISIT	NOV 2025
DLAD 5452.233-9001	DISPUTES AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION	(ADR) JUN 2020

SECTION M – EVALUATION FOR AWARD

NUMBER	CLAUSE TITLE	DATE
FAR 52.212-2	EVALUATION – COMMERCIAL PRODUTS AND COMMERCIAL SERVICES	NOV 2025
	CONVERSION FACTORS	
	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS)	

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SECTION B – SUPPLIES OR SERVICES (SEE ATTACHMENT 3 – ADDITIONAL TEXT INSTRUCTIONS)

SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (ALASKA/HAWAII) (DLA ENERGY JAN 2012)

(1) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT contract provision.

(2) In an emergency, oral orders may be issued and must be confirmed in writing by a Standard Form 1449 or DD Form 1155 within 24 hours.

(3) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as February 1, 2027, through January 31, 2030, three (3) year requirements.

ITEMS	SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY	ESTIMATED QUANTITY

0001 N63005NSAB - NSA BAHRAIN **102,000**
9130-012720983 (MUM) FUEL, GASOLINE

Delivery Address: 1 JUFFAIR AVE MANAMA BA 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	N63005	SJ0629

Name	Phone
DLA ENERGY MIDDLE EAST CU	+973. 1785-3067

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction
TANK TRUCK W				

No. of Tanks	Capacity	Type	Tank Location
2	5000	ABOVE GROUND TANK(S)	NSA II FUEL FARM

Delivery Mode Notes: Tank Truck with pump and meter

Delivery Hours: 0800 - 1600 MONDAY - SUNDAY

Delivery Notes: POC MA2 Leach, phantacy.l.leach.mil@us.navy.mil, phone 318-439-4047
Access is coordinated with delivery POC at Bahrain. All delivery trucks require escort upon entry Into NSA Bahrain, during transit to the NSA II Fuel Farm, during fuel replenishment operations at NSA II Fuel Farm, and during transit from the NSA II Fuel Farm to the designated base exit point.

Delivery Ticket Notes: Metered delivery tickets required

	SUPPLIES, DELIVERY POINTS,	ESTIMATED
ITEMS	AND METHOD OF DELIVERY	QUANTITY

0002 CDNBAINTLA - NSA 3 (AV UNIT) **24,000**
9140-015569156 (SFD) DIESEL FUEL

Delivery Address: Aradous Highway Manama 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	N63005	SJ0629

Name	Phone
DLAENERGYMECUSTOMEROPS	+973-1785-3067

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction
TANK TRUCK W				

No. of Tanks	Capacity	Type	Tank Location
1	1280	ABOVE GROUND TANK(S)	ON NSA 3
2	500	ABOVE GROUND TANK(S)	HM-15 REVETMENT AREA ON BAH INTL AIRPORT

Delivery Mode Notes: requires tank truck with pump and meter
Delivery Hours: 0800-1600 MONDAY - SUNDAY
Delivery Ticket Notes: YES
Delivery Notes: POC AWF2 SAWYER, JARED, jared.a.sawyer.mil@us.navy.mil, +973-1726-0966
The delivery vehicle needs to be able to access Bahrain International Airport VIA CP4 control gate. This requires the contractor to go through BAC for proper badges and vehicle passes. Vendor can bring their tank to the land side but that is dependent on if HSC 21 and HSC 28 has personnel available to bring the tank out. Due to HSC 21 and HSC 28 personnel rotating through people every 3-6 months it is best to always use NSA Air Operations Personnel as the POC for all fueling questions, comments, or concerns. Also, it is pertinent that the contractor also gains access to NSA3 land-side without an escort as Air Operations does not have the man-power to facilitate an escort. The contractor needs to go through the proper channels with the US Navy to have their personnel and vehicle put on the access list and a NSA3 Land-side Vehicle pass. The Land-side Vehicle Pass is free and can be obtained through NSA3Air Operations.

Delivery Ticket Notes: Metered delivery tickets required

	SUPPLIES, DELIVERY POINTS,	ESTIMATED
ITEMS	AND METHOD OF DELIVERY	QUANTITY

0003 CDNJMASTBA - JMAST (NSA) BAHRAIN **72,000**
9140-015569156 (SFD) DIESEL FUEL

Delivery Address: NAVCENT BAHRAIN JUFFAIR BA 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	N57007	SJ0629

Name	Phone
DLA ENERGY ME CUSTOMER OP	+973.1785-3067

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction
TANK TRUCK W				

No. of Tanks	Capacity	Type	Tank Location
1	1800	MOBILE TANK	JMAST COMPOUND, NSA 1 BLDG 205

Delivery Mode Notes: tank truck with meter and pump

Delivery Hours: 0800 TO 1600 HOURS MONDAY THRU SUNDAY

Delivery Notes: Delivery POC: CE1 Azcona, Cristina, Cristina.Azcona.mil@us.navy.mil , phone +973-1785-3110/ 3111; phone 318-439-6949
The fuel is used for four generators.

	SUPPLIES, DELIVERY POINTS,	ESTIMATED
ITEMS	AND METHOD OF DELIVERY	QUANTITY

0004 CDNNSABAHR - NAVAL SUP ACTIVITY BAHRAIN **72,000**

9140-015569156 (SFD) DIESEL FUEL

Delivery Address: 1 Juffair Ave Manama BA 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	N33191	SJ0629

Name	Phone
DLA ENERGY ME CUSTOMER	+973-1785-3067

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction
TANK TRUCK W				

No. of Tanks	Capacity	Type	Tank Location
1	20000	ABOVE GROUND TANK(S)	NSA 1 BLDG 103
1	3850	ABOVE GROUND TANK(S)	BLDG 84
1	2000	MOBILE REFUELER	BLDG 84EQUIPMENT YARD

Delivery Mode Notes: Requires tank truck, may require pump
Delivery Hours: 0830 TO 1530 HOURS SUNDAY THRU THURSDAY
Delivery Notes: Site needs a dry break 3" NPT x 4" adapter, greaseless. This requirement is an emergency tank for power production due to base outages.
Alternate site POC: TYLOS LOPEZ Email: tylos.j.lopez3.ln@us.navy.mil DSN:318-439-3658

*Vendor drivers and vehicles must have NSA Bahrain interior base access (DBIDS) and be vetted before delivery may occur. Vendor's equipment and employees must adhere to all security guidelines. Delivery may occur on NSA I/II or at BANZ Warehouse 6 & 12. PWD Transportation Branch will provide interior escort services as needed. *Delivery Hours: 0830 TO 1530 HOURS SATURDAY THRU THURSDAY
Delivery Ticket Notes: Metered delivery tickets required

	SUPPLIES, DELIVERY POINTS,	ESTIMATED
ITEMS	AND METHOD OF DELIVERY	QUANTITY

0005 CDWPATNACT - PAT NAVCENT-38, NSA BAHRAIN **112,644**

9140-015569156 (SFD) DIESEL FUEL

Delivery Address: 39RVJ 61363 97991 NSA Bahrain BA 99999 and H6M+8JQ AL Mugskar HYWAY, Riffa, BA (PAT NAVCENT 5)

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	W50YN9	SJ0629

Name	Phone
DLA ME CUSTOMER OPERATION	318-439-3096

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction
TANK TRUCK W				

No. of Tanks	Capacity	Type	Tank Location
1	1280	ABOVE GROUND TANK(S)	NSA 3
1	2500	HEMTT TANKER(S)	RIFFA

Delivery Mode Notes: Tank Truck with pump meter
Delivery Hours: 1000 TUESDAY
Delivery Notes: Del POC 1LT Vargas, Stephen J., stephen.j.vargas4.mil@army.mil, 915-321-8457
Fund Code: 51 Org Code: A BILLING DODAAC: W50YN9

Bahrain REPOL site: SE7N01
Concept of Sustainment: TF Top Notch will require 2,500 gallon fuel delivery every 10 days. Unit will utilize roughly 2,500 gallons every 11 days due to operations. They will have 1 x M978. Fuel will have to be transferred on or near PAT site located at 39RVJ 61363 97991.
Delivery Ticket Notes: Metered delivery tickets required **(This CLIN has two delivery Locations)**

ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DLA ENERGY JAN 2012)

(a) **WARRANTIES.** The Contractor warrants that--
(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this contract
(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.
(b) **DEFINITIONS.** As used throughout this contract provision, the term--
(1) **Award price** means the unit price offered by the Contractor and set forth opposite the item in the Schedule.
(2) **Reference price** means the market price, this is either published in an independent publication or supplied by the Contractor, with which the award price is to fluctuate. The reference price should be a market price for the same or similar product(s) as the item being purchased.
(3) **Date of delivery** means--
(i) **FOR TANKER OR BARGE DELIVERIES.**
(a) **F.O.B. ORIGIN.** The date and time vessel commences loading;
(b) **F.O.B. DESTINATION.** The date and time vessel commences discharging;
(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and
(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.
(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount determined according to the following formula that the reference price shall have increased or decreased, to and including the date of delivery.
(1) The amount of increase or decrease in the award price shall be based on the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.
(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[ ] (i) The low price published in_____.
(name of publication)

[ ] (ii) The average of the prices published in_____.
(name of publication)

[X] (iii) The established price posted by **"The Bahrain Petroleum Company (BAPCO)"**.
(name of company)

_____
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platts Gasoil, etc., the reference price in effect on the date of delivery shall be that item's reference price that is in effect for the dates in the Table below. If an effective date is not cited in a publication, then the date of publication shall apply. An

increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal. In the event of a holiday for which an effective date is not used, the latest effective price(s) prior to the effective date shall be used. **NOTE: Platts Gasoil issues corrections to its published prices on a regular basis. Platts Gasoil posts corrections to its website (www.platts.com) for its subscribers. If a correction to a reference price is found on the Platts Gasoil website, all of the items that use that reference price will be corrected. DLA Energy will correct any other reference prices, as notice of the correction is received. DLA Energy will work with the pricing services to determine the appropriate price, whenever an offeror or contractor can show that the price referenced should be reviewed.**

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platts Gasoil, the Contractor shall notify the Contracting Officer of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this contract provision until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS clause of this contract.

(5) Where the reference price is the Contractor's established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for its catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DLA Energy web page at **http://www.desc.dla.mil** under the heading **Vendor Resources** and then **Product Price Adjustments**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other conditions of this contract provision, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITONS – COMMERCIAL ITEMS clause of the this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **935** percent of the award price, except as provided hereafter:

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

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

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

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this contract provision requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS contract provision, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this contract provision.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this contract provision.

(4) By submission of its quotation, Offeror acknowledges that DLA Energy will not change the reference price indicator after contract award under clause ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DLA ENERGY JAN 2012)

(g)(4), on the basis of any market conditions that existed prior to contract award.

Table of Prices For Fuel in Bahrain as of April 2026

Product	Public Wholesale Price (BHD)	Retail Price (BHD)
Gasoline 98 (Super)	0.3005	0.3140
Gasoline 95 (Mumtaz)	0.2435	0.2530
Gasoline 91 (Jayyid)	0.2135	0.2230
Diesel	0.2125	0.2200

*The price provided in column VI in the table below represents a conversion from liters to gallon and from Bahraini Dinar (BHD) to US Dollars (USD).: Ex: Retail price for diesel (0.2200) X ($2.208994) USD/USG

(k) TABLE:

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference **Retail price** as of **2 Apr 2026** (Exclude all taxes)	Maximum price payable under this contract (includes any tax included in the award price)

0001	The Bahrain Petroleum Company (BAPCO)	Gasoline, Mid Unl (MUM)	Bahrain	TTWP - Tank Truck w/ Pump & Meter	**Price USD/USG: $2.540343** BAPCO Fuel Price as of April 2, 2026	See Paragraph (f) above
0002	The Bahrain Petroleum Company (BAPCO)	Diesel Fuel, 10 PPM Sulf (SFD)	Bahrain	TTWP - Tank Truck w/ Pump & Meter	**Price USD/USG: $2.208994** BAPCO Fuel Price as of April 2, 2026	See Paragraph (f) above
0003	The Bahrain Petroleum Company (BAPCO)	Diesel Fuel, 10 PPM Sulfur (SFD)	Bahrain	TTWP - Tank Truck w/ Pump & Meter	**Price USD/USG: $2.208994** BAPCO Fuel Price as of April 2, 2026	See Paragraph (f) above
0004	The Bahrain Petroleum Company (BAPCO)	Diesel Fuel, 10 PPM Sulf (SFD)	Bahrain	TTWP - Tank Truck w/ Pump & Meter	**Price USD/USG: $2.208994** BAPCO Fuel Price as of April 2, 2026	See Paragraph (f) above
0005	The Bahrain Petroleum Company (BAPCO)	Diesel Fuel, 10 PPM Sulf (SFD)	Bahrain	TTWP - Tank Truck w/ Pump & Meter	**Price USD/USG: $2.208994** BAPCO Fuel Price as of April 2, 2026	See Paragraph (f) above

NOTE: *SUPPLIER NOTICE*
The base reference price of petroleum products is controlled by the government of Bahrain through the Bahrain Petroleum Company (BAPCO). The winning offeror is responsible for notifying the Contracting Officer of any price changes in accordance with paragraph (4) above.

SECTION C – DESCRIPTION/SPECIFICATION WORK STATEMENT (SEE ATTACHMENT 4)

SECTION E - INSPECTION AND ACCEPTANCE (SEE ATTACHMENT 4)

SECTION F – DELIVERY AND PERFORMANCE

VARIATION IN QUANTITY

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

(b) The permissible variation shall be limited to:

10 Percent increase [Contracting Officer insert percentage]

10 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to each delivery order.

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

(a) The term "f.o.b. destination," as used in this clause, means-
(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
(b) The Contractor shall-
(1)(i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
(2) Prepare and distribute commercial bills of lading;
(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
(5) Furnish a delivery schedule and designate the mode of delivering carrier; and
(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence when the discharge hose is connected to the receiving line at the delivery point and will end when discharge is completed. The Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.
(1) Free time for unloading a transport truck or truck and trailer (includes one hour minimum plus any additional time): _____.
(2) Rate for detention beyond free time: _____.
The above will not be considered in the evaluation of offers for award except that a free time of less than one hour may render an offer unacceptable. Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. Free time only applies to single-drop deliveries (it is not applicable to multiple-drop tank truck/truck and trailer deliveries or any tank wagon deliveries).
(b) Notwithstanding the above, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Detention costs will be the sole responsibility of the activity incurring them and are only allowable on single drop deliveries (they are not allowable on multiple drop tank truck/truck and trailer deliveries or any tank wagon deliveries. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products.
(c) UNLESS THE OFFEROR OTHERWISE INDICATES IN PARAGRAPHS (a)(1) AND (a)(2) ABOVE, FREE TIME WILL BE CONSIDERED UNLIMITED AND DETENTION COSTS WILL NOT BE CHARGEABLE.

(End of clause)

NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&S)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.
(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number of Transportation Company	State(s) in which transporter is authorized to operate

FAR 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 February 2027 and ends: 31 January 2030**.
Delivery period begins: **48 hours after 1 February 2027 and ends: 30 days after end of ordering period.**
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

ORDERING AND PAYING OFFICERS (OVERSEAS PC&S)

(a) Ordering and Paying Officers under the contract are as indicated below:

Item No.	Ordering Officer	Paying Officer
0001	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498
0002	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498
0003	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498
0004	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498	Name: DLA ME Customers Operations E-mail: DLAEnergyMECustomerOps@dla.mil Telephone: 318-439-6498

(a) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(b) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should

be contacted:

ATTENTION: CONTRACTING OFFICER DLA ENERGY-FEPDA
DEFENSE LOGISTICS AGENCY ENERGY
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

DETERMINATION OF INVOICE QUANTITY (PC&S) (MIDDLE EAST)

(a) **INVOICE QUANTITY.** The invoice quantity of supplies furnished under this contract shall be determined as follows:

(1) **F.O.B. DESTINATION – DELIVERIES BY TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.**

(i) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(ii) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of --

(A) Weight, using calibrated scales; or

(B) A calibrated meter on the receiving tank system.

(iii) If the Government does not require the method in (a)(1)(i) above and does not elect to use the methods in (a)(1)(ii) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

(A) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or

(B) Gauging the delivery conveyance. Certified capacity tables and a dipstick for the conveyance must be made available at the time of delivery. This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(C) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading ticket that is generated by the loading rack meter or scales and the entire quantity must be off-loaded at the receiving activity. Immediately after loading, each truck shall be effectively sealed with serially numbered seals to preclude opening any fuel compartment opening (hatch, manifold, sump, etc.). The truck driver is prohibited from applying any seals. All seal numbers used on each truck shall be recorded on the loading document for that truck. If at destination, all seal numbers do not match those on the loading document or all the seals are not intact, the receiving activity is not obligated to accept the quantity from the loading point and may choose to reject the delivery or determine quantity by an alternate method..

(iv) **VOLUME CORRECTION.** To convert gross measured quantities to net quantities of gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius), use Volume Correction Factors and the API gravity (or density at 15 degrees Fahrenheit) (see (b)(1) below). Volume correction to a standard temperature of 60 degrees Fahrenheit (or liters at 15 degrees Celsius) is required for--

(A) All product volumes determined by meters on the (receiving) tank system;

(B) All product volumes determined by weight using a calibrated scale;

(C) All product volumes determined by loading rack meter;

(D) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and

(E) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons.

(v) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(vi) **WATER BOTTOMS.**

(a) Every delivery must be free of all water bottoms prior to discharge; and

(b) The Contractor is responsible for their removal and disposal.

(2) **F.O.B. ORIGIN. – DELIVERIES INTO TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(A) Certified capacity tables of the conveyance loaded;

(B) Calibrated meter; or

(C) Weight, using calibrated scales.

(ii) **VOLUME CORRECTION.** Invoice quantities for all residual fuels and for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(iii) The Government has the right to have a representative present to witness the measurement of quantity.

(b) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine invoice 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. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine and the 2004 version of the standard will be the referee method.

(i) For all fuels and fuel oils, Tables 5B and 6B (or Tables 53B and 54B) shall be used to determine the volume correction factor for conversion to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(ii) Liters shall be converted to gallons by dividing liters by 3.78541 liters per gallon or multiplying liters by 0.264172 gallons per liter. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

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

(A) Volume XII of the adjunct to ASTM D 1250, 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 of the adjunct to ASTM D 1250, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (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.

SECTION G – CONTRACT ADMINSTRATION DATA

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions*. As used in this clause-----
Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
"Payment request" and "receiving report" are defined in the clause at 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

(1) 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.

_____ **Combo**_____

(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.

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

1. For customary progress payments based on costs incurred, submit a progress payment request.
2. For performance based payments, submit a performance based payment request.
3. For commercial financing, submit a commercial financing request.

(j) 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.]

(k) *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
Issued By DoDAAC	SPE605
Admin DoDAAC	SPE605
Inspect By DoDAAC	TBD on individual Delivery Order
Ship to Code	TBD on individual Delivery Order
Ship From Code	N/A
Mark for Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	TBD on individual Delivery Order
Accept at Other DoDAAC	SPE605

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) *WAWF point of contact.*

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

DLA Energy Help Desk, email: bsme.helpdesk@dla.mil Telephone: (800) 446-4950

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

The CLIN Reference shall be used when submitting payment requests in WAWF.

A. When a price/quantity adjustment is identified by the vendor as being necessary they will:

- Submit/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# that is a derivation of the original invoice# that was submitted and paid. IE, if original invoice# was 12345, then adjustment invoice# shall be 12345ADJ.

- Adjustment invoice should have original price/quantity cited as well as the change or difference in price/quantity and the net adjustment.

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

B. The CLIN Reference shall be used when submitting payment requests in WAWF.

CLIN	Location ID	Admin and Issue By DoDAAC	DLA funded (invoice DLA via WAWF) with Payment Office	NSN	WAWF Unit of Measure Code	Inspection and Acceptance Point	Inspection and Acceptance DoDAACs
0001	N63005NSAB	SPE605	SL4701	9130-01-272-0983	UG6	D	SJ0629
0002	CDNBAINTLA	SPE605	SL4701	9140-01-556-9156	UG6	D	SJ0629
0003	CDNJMASTBA	SPE605	SL4701	9140-01-556-9156	UG6	D	SJ0629
0004	CDNNSABAHR	SPE605	SL4701	9140-01-556-9156	UG6	D	SJ0629
0005	CDWPATNACT	SPE605	SL4701	9140-01-556-9156	UG6	D	SJ0629

C. When a price/quantity adjustment is identified by the vendor as being necessary they will:

- Submit/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# that is a derivation of the original invoice# that was submitted and paid. IE, if original invoice# was 12345, then adjustment invoice# shall be 12345ADJ.

- Adjustment invoice should have original price/quantity cited as well as the change or difference in price/quantity and the net adjustment.

- All other proper invoice criteria remain required for adjustment invoices.

ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN SYSTEM FOR AWARD MANAGEMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): |_|_|_|

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.
(b) Any change by the Contractor in the designation of the bank account to receive electronic transfer of funds in accordance with this provision must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.
(c) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

ORIGINATOR ABA: ____044036205____ **(DLA ENERGY fill-in)**

CONTRACT NUMBER: _____ **(DLA ENERGY fill-in)**

RECIPIENT'S CAGE CODE: _____

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32

RECIPIENT'S DUNS NUMBER: _____

BENEFICIARY'S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)

BENEFICIARY'S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

_____

(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: _____

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 provision shall control.

SECTION – I CONTRACT CLAUSES

FAR 52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-
(a) The solicitation, or amended solicitation, provides a different definition;
(b) The contracting parties agree to a different definition;
(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.108, then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.108.

(End of clause)

FAR 52.203-19 PROHIBITION OF REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (STATUTE)

(a) Definitions. As used in this clause-

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY (STATUTE)

(a) Definition. As used in this clause—
Commercially available off-the-shelf (COTS) item
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" 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 a compelling reason exists 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, proposed for debarment, or voluntarily excluded 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, proposed for debarment, or voluntarily excluded (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, proposed debarment, or voluntary exclusion.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial products or commercial services, 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 52.216-22 INDEFINITE QUANTITY, ALT I (FEB 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided that the Contractor shall not be required to make any deliveries under this contract after ____February 28, 2030_____ [insert date].

(e) Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If either party makes such notification, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

(End of clause)

FAR 52.217-9 OPTIONS TO EXTEND THE TERM OF THE CONTRACT (NOV 2025)

(a) The Government may extend the term of this contract by written notice to the Contractor within _30____; 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 three (3) years and six (6) months.

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (STATUTE)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at 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.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause

(see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.(1) The Contractor must, at a minimum—
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.(1) This paragraph (h) applies to any portion of the contract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government’s policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

FAR 52.222-50 WITH ALT I COMBATING TRAFFICKING IN PERSONS, WITH ITS ALTERNATE I (STATUTE)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at 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.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work

document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must-

(1) Notify its employees and agents of-

The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document Title	Document Title	D

[Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and indicate the contract performance location outside the United States to which the document applies.]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—
(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.(1) The Contractor must, at a minimum—
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.(1) This paragraph (h) applies to any portion of the contract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

FAR 52.223-3 – HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

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

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
(ii) Obtain medical treatment for those affected by the material; and
(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
(3) The Government is not precluded from using similar or identical data acquired from other sources.

FAR 52.225-25 PROHIBITATION ON CONTRACTING WITH ENTITIES ENGAGIN INCERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (STATUTE)

(a) Definitions. As used in this provision-
Person—
(1) Means–

(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

FAR 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (SEP 2025)

(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 IRS 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 www.irs.gov/w14.

(2) If the Contractor—

(i) Is a foreign person; and

(ii) 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

(iii) 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–

(A) 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

(B) 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 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 52.233-3 PROTEST AFTER AWARD (STATUTE)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must 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 either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must 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 an 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 a proposal 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 must 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 must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

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

(a) Definitions.

Applicable Law for Breach of Contract Claim (AUG 2025)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (STATUTE)

(a) Definitions. As used in this clause—
Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401
(b) Requirements.
(1) To the maximum extent practicable, the Contractor shall incorporate and require its subcontractors at all tiers to incorporate commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.222-50	Combating Trafficking in Persons	STATUTE
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	STATUTE

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

DFARS 252.223-7001 HAZARD WARNING LABELS (APR 2024)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act; or
(5) Federal Alcohol Administration Act.

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

Material (if None, Insert "None."	Act

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

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

(End of clause)

SECTION J – LIST OF ATTACHMENTS

NUMBER	TITLE
ATTACHMENT 1	OFFEROR SUBMISSION PACKAGE LIST
ATTACHMENT 2	PRICE DATA SHEET
ATTACHMENT 3	SAFTEY DATA SHEET
ATTACHMENT 4	DLA ENERGY QUALITY PROVISIONS C – E QAPS
ATTACHMENT 5	SUBCONTRACTOR OWNER & EMPLOYEE DATA SHEET

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (STATUTE)

(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 civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

FAR 52.203-18 PROBIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENS OR STATEMENTS-REPRESENTATION (STATUTE)

(a) Definition. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor , 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 52.204-91 CONTRACTOR IDENTIFICATION (NOV 2025)

Definitions. As used in this clause—

Commercial and Government Entity 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 (referred to as "CAGE code"); 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 CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	Then…
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

FAR 52.208-90 GOVERNMENT SUPPLY SOURCES (AUG 2025)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

(End of clause)

FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (STATUTE)

Certification Regarding Tax Matters (STATUTE)
(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it
(1) Has □ filed all Federal tax returns required during the three years preceding the certification;
(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
(3) Has not □, more than 90 days prior to certification been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $500.00 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

FAR 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (E.O.)

(a) Definition.

Forced or indentured child labor means all work or service-

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

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

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

Listed End Product	Listed Countries of Origin

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

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

(End of provision)

FAR 52.225-3 BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (STATUE)

(a) Definitions. As used in this clause—

Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product means an article that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Morocco, Oman, Panama, or Peru; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Morocco, Oman, Panama, or 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 the article, provided that the value of those incidental services does not exceed that of the article itself.

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

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at 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.

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

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both–

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

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

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

Free Trade Agreement country end product means an article that-

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

(2) 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 the article, provided that the value of those incidental services does not exceed that of the article itself.

Israeli end product means an article that—

(1) Is wholly the growth, product, or manufacture of Israel; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel 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.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

(b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) Delivery of end products. 41 U.S.C. chapter 83, Buy American statute, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners. In addition, the Contracting Officer has determined that FTAs (except the Bahrain, Morocco, Oman, Panama, and Peru FTAs) and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled “Buy American—Free Trade Agreements—Israeli Trade Act Certificate.” If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor's option, a domestic end product.

(End of clause)

FAR 52.225-4 BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (STATUTE)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.
(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

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

Line Item No.	Country of Origin

[List as necessary]

(c)(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

Line Item No. ___

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

FAR 52.225-5 TRADE AGREEMENTS (STATUTE)

(a) Definitions. As used in this clause-

Caribbean Basin country end product—

(1) Means an article that-

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

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

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

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

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

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

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

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)", Ukraine, or United Kingdom);

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

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

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

Designated country end product means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

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

Free Trade Agreement country end product means an article that-

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

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA 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 the article, provided that the value of those incidental services does not exceed that of the article itself.

Least developed country end product means an article that-

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

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

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

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

WTO GPA country end product means an article that-

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

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

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

FAR 52.225-6 TRADE AGREEMENTS CERTIFICATE (STATUTE)

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

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(b) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (STATUTE)

(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 of the United States.

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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. 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 must 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 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)

FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTORINFORMATION SYSTEMS (STATUTE)

(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—

(1) 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

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information 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.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at 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 departments and agencies 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 products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “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.”

(a) Definitions. “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it “does” 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, then the Offeror shall complete the following additional representation:
The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

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

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

(End of provision)

DFARS 252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2022)

(a) Definitions. As used in this provision—
“Government of a country that is a state sponsor of terrorism” includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.
“Significant interest” means—
(1) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;
(2) Holding a management position in the firm, such as a director or officer;
(3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
(4) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
(5) Holding 50 percent or more of the indebtedness of a firm.
“State sponsor of terrorism” means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-

232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include Iran, North Korea, Sudan, and Syria.
(b) Prohibition on award. In accordance with 10 U.S.C. 4871, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in—
(1) The firm;
(2) A subsidiary of the firm; or
(3) Any other firm that owns or controls the firm.
(c) Representation Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in—
(1) The Offeror;
(2) A subsidiary of the Offeror; or
(3) Any other firm that owns or controls the Offeror.
(d) Disclosure.
(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.
(2) The disclosure shall include—
(i) Identification of each government holding a significant interest; and
(ii) A description of the significant interest held by each government.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (STATUTE)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.
(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
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. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.
(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:
(1) *Unique entity identifier (UEI)*.
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.
(i) The Offeror shall provide its TIN or related information 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 IRS. The Offeror shall consent for TIN validation; and
(3) *Commercial and Government Entity (CAGE) code*.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is …	Then …
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	NOV 2025
52.209-5	Certification Regarding Responsibility Matters	NOV 2025
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	NOV 2025

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.
(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

FAR 52.204-7 WITH ALT I SYSTEM FOR AWARD MANAGEMENT –ALTERNATE I (STATUTE)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM according to the requirements of the Alternate I of clause at FAR 52.204-13, System for Award Management-Maintenance.
(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.
(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:
(1) *Unique entity identifier (UEI)*.
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) *Taxpayer identification number (TIN)*.
(i) The Offeror shall provide its TIN or related information 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 IRS. The Offeror shall consent for TIN validation; and
(3) *Commercial and Government Entity (CAGE) code*.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is …	Then …
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	NOV 2025
52.209-5	Certification Regarding Responsibility Matters	NOV 2025
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	NOV 2025

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.
(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(1)Is set aside for small business and has a value above the simplified acquisition threshold;
(2)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(3)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
(7) "Remit to" address, if different than mailing address;
(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.
(12) **All PRIME vendors must be registered and approved in the JCCS (Joint Contingency Contracting System).** All prime vendors are required to submit their JCCS registration number with their offer. The government will reject an offer if the vendor is not registered in JCCS. All offerors must upload all required documents by the deadline for receipt of quotations. Awards will not be made to any vendor who is not registered and approved in JCCS. Instructions for account registration and training can be found at www.jccs.gov. A complete vendor submission for the prime contractor in JCCS includes but is not limited to the following:

(a) CAGE/NCAGE Code (UEI field also in JCCS)
(b) Articles of Association or Letter of Incorporation for the Company
(c) Host Nation Business License
(d) Tax Identification Certificate / Tax Clearance Letter
(e) Tax Statement
(f) Complete questionnaire for CENTCOM (Sign certification within 6-month period)
(1) Includes requirement for an Organizational Chart including names & titles of all Key Management Personnel (KMPs)
(g) Current and valid photo identification of all shareholders, directors, and KMPs (front and back for Licenses / top and bottom for Passports)

(1) When a shareholder is another entity (company/bank/etc.), please ensure to provide one of the following as the "identification" for that entity:

(i) Articles of Association or Letter of Incorporation
(ii) Business License
(iii) Annual Report from the previous year

(h) Financial Documents: Bank Statement (within last 6 months);

(1) Does not need to be audited
(2) Cannot be redacted
(3) Balance Sheet/Profit & Loss are desired but not required

The vendor is prompted to provide all these documents when completing the JCCS profile and questionnaires. Vendor guides are available on the JCCS website (www.jccs.gov). A pre-solicitation notice was posted in sam.gov indicating the requirement for all vendors to be fully registered in JCCS.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.
(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.
(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.
(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—
(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or
(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dla.mil.
(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
(j) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
(k) [Reserved]
(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award;
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

FAR 52.216-1 -- TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a ***Fixed-Price Requirements Contract with Economic Price Adjustment*** contract resulting from this solicitation.

(End of provision)

FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (STATUTE)

(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 must 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 $700,000.
(c) The certification must 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)

FAR 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

DLAD 5452.233-9001 DISPUTES AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (JUN 2020)

(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.

SECTION M – EVALUATION FOR AWARD

FAR 52.212-2 -- EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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. Award for this requirement will be made to the lowest-priced and technically acceptable offeror. The following factors shall be used to evaluate offers:

FACTOR 1: TECHINICAL CAPABILITY

Subfactor 1: Statement of Compliance
Subfactor 2: Certificate of Analysis (COA) or Certificate of Quality (COQ)
Subfactor 3: Letters of Commitment

FACTOR 2: PRICE

Neither a quotation nor the purchase order issued by the Government in response to a quotation form a binding contract. The purchase order is the Government's offer to a supplier to buy certain products or services upon specified terms and conditions. A binding contract is formed when the supplier accepts the Government's offer, either by written acceptance of the purchase order or substantial performance of the purchase order. The contracting officer may request that the contractor provide written acceptance of the order.

Quotations will be evaluated pursuant to FAR 52.212-2 – Evaluation – Commercial Items. The solicitation informs Offerors that the contracting officer will evaluate quotations based on the Lowest Price Technically Acceptable (LPTA). In order to be considered for award an offeror must meet or exceed technical acceptability standards for non-cost factors.

In accordance with the solicitation, DLA Energy may make award selection from a technically acceptable quotation with the lowest evaluated price.

FACTOR 1: TECHNICAL CAPABILITY

The Offeror shall meet or exceed the technical acceptability standards for Subfactor 1: Statement of Compliance, Subfactor 2: Certificate of Analysis (COA) or Certificate of Quality (COQ), and Subfactor 3: Letters of Commitments follows:

Technical Acceptable and Unacceptable Rating Method

Rating	Description
Acceptable	Quotation meets the technical acceptability requirements of the solicitation.
Unacceptable	Quotation does not meet the technical acceptability requirements of the solicitation.

An offeror must receive a rating of "Acceptable" for all subfactors in order to receive an overall rating of "Acceptable" under Factor 1 Technical Capability. An offeror's quotation that **does not** receive a rating of "Acceptable" for all subfactors will receive an overall rating of "Unacceptable" under Factor 1 Technical Capability. An offer that is rated "Unacceptable" **will not** be considered for award.

Subfactor 1: Statement of Compliance

To be technically acceptable under this subfactor, the offeror must offer to provide product that meets the applicable specification as set forth in this Solicitation. To allow the Government to determine acceptability, the offeror's quotation **must contain a statement, for each product offered**, substantially similar to the following:

[Name of Offeror] proposes to deliver [product] conforming to [specification].

Example: ABC Corporation proposes to deliver Turbine Fuel, Aviation (JP8) conforming to specification C16.64-1 TURBINE FUEL, AVIATION (JP8) (INLAND EAST GULF/OFFSHORE) (ROCKY MOUNTAIN/WEST) (WESTPAC) (ATL/EUR/MED) (PC&S) (DLA ENERGY OCT 2022) (ATTACHMENT E – DLA ENERGY QUALITY PROVISIONS C-E QAPS).

Subfactor 2: Certificate of Analysis (COA) or Certificate of Quality (COQ)

To be technically acceptable under this subfactor, an offeror **does not** have to submit a COA/COQ **for each individual line item** offered six (6). Instead, a COA/COQ will be required for each of the individual three (3) products and a specification sheet for each product offered in the Kingdom of Bahrain. (SFD, MUM, and Jet A1)

1. Offerors shall submit a copy of a Certificate of Analysis (COA) or Certificate of Quality (COQ) for all products offered from their supplier/refinery with their offer. In order for the offeror to demonstrate that they possess the technical capability to provide the fuel (all products in the schedule) which meets the required specification(s), the offeror must present either a current, full specification Refinery Certificate of Quality (COQ) or a recertification certificate of analysis (COA) if sourcing from a location which blends several batches from more than one refinery source (terminal). All COQ/COAs should be presented in a format which resembles that of the one listed in ASTM D1655, figure X3.2 or the commercial laboratory sample provided. These certificates will be on refinery or commercial laboratory letterhead and signed and dated like the certificates of analysis listed below.

a. Certificates of Analysis will contain the source information (location, tank number, lot or batch number, etc.), specification tested to, along with the test methods used for testing.

b. To be acceptable for evaluation, the certificate will also be signed and stamped by the laboratory manager and be within 30 days of submission from a batch out of the terminal storage tank(s) or refinery batch tank(s) to be used for actual supply.

c. If the supplier is purchasing products from a terminal that receives and blends several different refined products from multiple refineries/sources, a list of those refineries/sources as part of that batch blending will be submitted for traceability purposes and should be included on the Fuel Source Data Sheet, if room or on a separate attachment stating that these are refineries used in the blending of that product.

d. Partial quality certificates (with less than the required or listed characteristics tested, as listed in the specification) and manufacturer/product specification sheets will not be accepted.

e. All test certificates submitted shall be translated into English and will be in the same format as required by the original. The original, non-English version will need to accompany the translated version and the offer must ensure that they are one in the same.
f. Translated version must be signed and stamped by the person that translated and the method of translation included.

Subfactor 3: Letters of Commitment

Offerors shall submit letters of commitments from all sources of supplies, transportation sub-contractors, laboratories, and any other sub-contractors (storage, operations, drivers, etc.) from which they will require assistance to fulfill this contract and its requirements. Letters of commitment will be on sub-contractor's and/or supplier's letterhead.

To be technically acceptable under this subfactor, the offeror must submit a statement that the offeror, by itself and/or through its subcontractors, currently has all permissions, certifications, qualifications, and commitments required to deliver the offered product,(s).

The statement must be substantially similar to the following:

[Name of Offeror], in combination its subcontractor, [name of subcontractor], currently has all permissions, certifications, qualifications, and commitments required to deliver the product required under solicitation line items [identify all applicable line-item numbers].

Example: ABC Corporation, in combination with its subcontractor XYZ, LLC, currently has all permissions, certifications, qualifications, and commitments required to deliver the product required under solicitation line items 0001 and 0002.

If the offeror is not using or relying on a subcontractor, it should not reference a subcontractor in the statement.

FACTOR 2: PRICE

(i) **The Government will evaluate prices on an "all or none" basis as stated under SUPPLIES TO BE FURNISHED (OVERSEAS PC&S) (ALASKA/HAWAII).** Prices will be evaluated by multiplying the unit prices by the estimated quantities and adding all the subtotals together for the **lowest aggregate price**. DLA Energy will identify the sum of the total price on the six (6) solicited CLINS. The vendor with the **lowest "aggregate" technically acceptable total** will be awarded the contract.
(ii) Offerors must offer on the entire quantity listed for each line item. Offers for less than the entire quantity will not be considered for award.

Responsibility Determination: In addition to the evaluation criteria stated above, the Government must determine the responsibility of any potential contractor and subcontractor in accordance with FAR subpart 9.1. This determination will be a GO/NO GO based on the review.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000), the Government may extend the term of this contract by written notice to the Contractor within 30 days 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. The total duration of this contract, including the exercise of any options under this clause, **shall not exceed 3 years and 6 months**.

CONVERSION FACTORS

(a) This provision applies to all products except lubricating oils.
(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DLA Energy in the evaluation of the offer.

(1) **TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same
One Liter	=	0.264172 U.S. Gallons at the same

One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) **TABLE II.**

PRODUCT	DENSITY TYPICAL @15°C Kg/m3	@60°F API	BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
AUTOMOTIVE GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
NO. 2 DIESEL (ALL) & GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
INTERMEDIATE FUEL OILS							
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1/F34/TS1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

PRODUCT	ASSUMED DENSITY 20 deg C/20 deg C		
	g/mL	lb/gal	Kg/gal
FSII DIEGME	1.025	8.561	3.884

EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS)

(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.