Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Preventive Maintenance and Safety Inspections. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0002	Routine Repairs, Emergency Repairs, and Parts. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
0003	Over and Above Services in accordance with the excluded services as described in paragraph 2. of the Performance Work Statement (PWS) and DFARS clause 252.217-7028, Over and Above Work. Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1001	Preventive Maintenance and Safety Inspections. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1002	Routine Repairs, Emergency Repairs, and Parts. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1003	Over and Above Services in accordance with the excluded services as described in paragraph 2. of the Performance Work Statement (PWS) and DFARS clause 252.217-7028, Over and Above Work. Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	Preventive Maintenance and Safety Inspections. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036	12	Months		

	Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2002	Routine Repairs, Emergency Repairs, and Parts. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2003	Over and Above Services in accordance with the excluded services as described in paragraph 2. of the Performance Work Statement (PWS) and DFARS clause 252.217-7028, Over and Above Work. Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3001	Preventive Maintenance and Safety Inspections. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3002	Routine Repairs, Emergency Repairs, and Parts. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3003	Over and Above Services in accordance with the excluded services as described in paragraph 2. of the Performance Work Statement (PWS) and DFARS clause 252.217-7028, Over and Above Work. Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4001	Preventive Maintenance and Safety Inspections. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4002	Routine Repairs, Emergency Repairs, and Parts. Performance shall be in accordance with Performance Work Statement (PWS). Product Service Code: J036 Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 4003	Over and Above Services in accordance with the excluded services as described in paragraph 2. of the Performance Work Statement (PWS) and DFARS clause 252.217-7028, Over and Above Work. Signal Code: A Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price				

Description/Specifications/Statement of Work

Requirements
Hoist Maintenance, Repair, and Inspection Services in the Kaiserslautern Military Community

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
0002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
0003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000

Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria.

	DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES

	TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3N052 CountryCode: USA F3N052 86 CIVIL ENGINEERING CERF AF BPN NO MILSBILLS PROCESSES, UNIT 3175 BOX 290 APO, AE 09094-3175 UNITED STATES TBD Email: TBD@TBD.us.af.mil Telephone: 06371470000

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Nov 2025 To 31 Oct 2026	12 Months	
0002	Period of Performance From 01 Nov 2025 To 31 Oct 2026	12 Months	
Option Line Item 1001	Period of Performance From 01 Nov 2026 To 31 Oct 2027	12 Months	
Option Line Item 1002	Period of Performance From 01 Nov 2026 To 31 Oct 2027	12 Months	
Option Line Item 2001	Period of Performance From 01 Nov 2027 To 31 Oct 2028	12 Months	
Option Line Item 2002	Period of Performance From 01 Nov 2027 To 31 Oct 2028	12 Months	
Option Line Item 3001	Period of Performance From 01 Nov 2028 To 31 Oct 2029	12 Months	
Option Line Item 3002	Period of Performance From 01 Nov 2028 To 31 Oct 2029	12 Months	

Option Line Item 4001	Period of Performance From 01 Nov 2029 To 31 Oct 2030	12 Months	
Option Line Item 4002	Period of Performance From 01 Nov 2029 To 31 Oct 2030	12 Months	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-17	Government Delay of Work.	Apr 1984		

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

Special Contract Requirements

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

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

Contract Terms and Conditions Required To Implement Statutesor Executive Orders--Commercial Products and Commercial Services (Mar 2025)(Deviation 2025-O0003 and 2025-O0004).

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

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

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

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

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

(5)52.232-40,Providing Accelerated Payments to Small Business Subcontractors (Mar2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(7) 52.233-4,Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws108-77 and 108-78 (19 U.S.C. 3805 note)).

(b)The Contractor shall comply with the FAR clauses in thisparagraph (b) that the Contracting Officer has indicated as being incorporatedin this contract by reference to implement provisions of law or Executiveorders applicable to acquisitions of commercial products and commercialservices:

[*Contracting Officer check as appropriate*.]

_X_ (1)52.203-6,Restrictions on Subcontractor Sales to the Government (Jun2020), with *Alternate I* (Nov2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

_X_ (2)52.203-13,Contractor Code of Business Ethics and Conduct (Nov2021) (41 U.S.C. 3509)).

__ (3)52.203-15,Whistleblower Protections under the American Recovery and Reinvestment Act of2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies tocontracts funded by the American Recovery and Reinvestment Act of 2009.)

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

_X_ (5)52.204-10,Reporting Executive Compensation and First-Tier Subcontract Awards (Jun2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6)[Reserved].

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

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

_X_ (9)52.204-27,Prohibition on a ByteDance Covered Application (Jun 2023) (Section102 of Division R of Pub. L. 117-328).

__ (10)52.204-28,Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules,Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec2023) (Pub. L. 115-390,title II).

__ (11)

(i)52.204-30,Federal Acquisition Supply Chain Security Act Orders--Prohibition. (Dec2023) (Pub. L. 115-390,title II).

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

_X_ (12)52.209-6,Protecting the Government's Interest When Subcontracting With ContractorsDebarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.(Jan 2025) (31 U.S.C. 6101 note).

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

__ (14)[Reserved].

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

__ (16)52.219-4,Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct2022) (if the offeror elects to waive the preference, it shall so indicate inits offer) (15 U.S.C. 657a).

__ (17)[Reserved]

__ (18)

(i)52.219-6,Notice of Total Small Business Set-Aside (Nov2020) (15 U.S.C. 644).

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

__ (19)

(i)52.219-7,Notice of Partial Small Business Set-Aside (Nov2020) (15 U.S.C. 644).

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

__ (20)52.219-8,Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2)and (3)).

__ (21)

(i)52.219-9,Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

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

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

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

__ (v)Alternate IV (Jan 2025) of 52.219-9.

__ (22)

(i)52.219-13,Notice of Set-Aside of Orders (Mar2020) (15 U.S.C. 644(r)).

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

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

__ (24)52.219-16,Liquidated Damages--Subcontracting Plan (Sep2021) (15 U.S.C. 637(d)(4)(F)(i)).

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

__ (26)

(i)52.219-28,Postaward Small Business Program Rerepresentation (Jan 2025)(15 U.S.C. 632(a)(2)).

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

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

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

__ (29)52.219-32,Orders Issued Directly Under Small Business Reserves (Mar2020) (15 U.S.C. 644(r)).

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

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

_X_ (32)52.222-19,Child Labor--Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

__ (33) [Reserved].

__ (34) [Reserved].

__ (35)

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

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

__ (36)

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

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

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

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

_X_ (39)

(i)52.222-50,Combating Trafficking in Persons (Nov2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (40)52.222-54,Employment Eligibility Verification (Jan 2025) (Executive Order 12989).(Not applicable to the acquisition of commercially available off-the-shelfitems or certain other types of commercial products or commercial services asprescribed in FAR 22.1803.)

__ (41)

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

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

__ (42)52.223-11,Ozone-Depleting Substances and High Global Warming PotentialHydrofluorocarbons (May 2024) (42 U.S.C. 7671, *etseq.*).

__ (43)52.223-12,Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and AirConditioners (May 2024) (42 U.S.C. 7671, *etseq.*).

__ (44)52.223-20,Aerosols (May 2024) (42 U.S.C. 7671, *etseq.*).

__ (45)52.223-21,Foams (May 2024) (42 U.S.C. 7671, *etseq.*).

_X_ (46) 52.223-23, Sustainable Products and Services(MAR 2025) (DEVIATION 2025- O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C.8259b, and 42 U.S.C. 7671l).

__ (47)

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

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

__ (48)

(i)52.225-1,Buy American-Supplies (Oct2022) (41 U.S.C. chapter 83).

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

__ (49)

(i)52.225-3,Buy American-Free Trade Agreements-Israeli Trade Act (NOV2023) (19 U.S.C.3301 note, 19 U.S.C.2112 note, 19 U.S.C.3805 note, 19 U.S.C.4001 note, 19 U.S.C.chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78,108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and112-43.

__ (ii)Alternate I [Reserved].

__ (iii)Alternate II (Jan 2025) of 52.225-3.

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

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

__ (50)52.225-5,Trade Agreements (NOV 2023) (19 U.S.C. 2501, *etseq.*, 19 U.S.C. 3301 note).

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

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

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

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

_X_ (55)52.226-8,Encouraging Contractor Policies to Ban Text Messaging While Driving (May2024) (E.O. 13513).

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

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

__ (58)52.232-30,Installment Payments for Commercial Products and Commercial Services (Nov2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

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

__ (63)52.240-1,Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by AmericanSecurity Drone Act-Covered Foreign Entities (Nov 2024) (Sections1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 noteprec.).

__ (64)52.242-5,Payments to Small Business Subcontractors (Jan2017) (15 U.S.C. 637(d)(13)).

__ (65)

(i)52.247-64,Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov2021) (46 U.S.C. 55305 and10 U.S.C. 2631).

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

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

(c)The Contractor shall comply with the FAR clauses in thisparagraph (c), applicable to commercial services, that the Contracting Officerhas indicated as being incorporated in this contract by reference to implementprovisions of law or Executive orders applicable to acquisitions of commercialproducts and commercial services:

[*Contracting Officer check as appropriate*.]

__ (1)52.222-41,Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter67).

__ (2)52.222-42,Statement of Equivalent Rates for Federal Hires (May2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3)52.222-43,Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment(Multiple Year and Option Contracts) (Aug2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4)52.222-44,Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment(May 2014) (29U.S.C.206 and41 U.S.C. chapter 67).

__ (5)52.222-51,Exemption from Application of the Service Contract Labor Standards to Contractsfor Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

__ (6)52.222-53,Exemption from Application of the Service Contract Labor Standards to Contractsfor Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).

__ (7)52.222-55,Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan2022).

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

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

__ (10)52.247-69,Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to PreventHuman Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

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

(1)The Comptroller General of the United States, or anauthorized representative of the Comptroller General, shall have access to andright to examine any of the Contractor's directly pertinent records involvingtransactions related to this contract.

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

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

(e)

(1)Notwithstanding the requirements of the clauses inparagraphs (a), (b), (c), and (d) of this clause, the Contractor is notrequired to flow down any FAR clause, other than those in this paragraph(e)(1), in a subcontract for commercial products or commercial services. Unlessotherwise indicated below, the extent of the flow down shall be as required bythe clause-

(i)52.203-13,Contractor Code of Business Ethics and Conduct (Nov2021) (41 U.S.C. 3509).

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

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

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

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

(vi)52.204-27,Prohibition on a ByteDance Covered Application (Jun 2023) (Section102 of Division R of Pub. L. 117-328).

(vii)

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

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

(viii)52.219-8,Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and(3)), in all subcontracts that offer further subcontracting opportunities. Ifthe subcontract (except subcontracts to small business concerns) exceeds theapplicable threshold specified in FAR 19.702(a)on the date of subcontract award, the subcontractor must include 52.219-8 inlower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved].

(x) [Reserved].

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

(xii)52.222-36,Equal Opportunity for Workers with Disabilities (Jun2020) (29 U.S.C. 793).

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

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

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

(xvi)

(A)52.222-50,Combating Trafficking in Persons (Nov2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xvii)52.222-51,Exemption from Application of the Service Contract Labor Standards to Contractsfor Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xviii)52.222-53,Exemption from Application of the Service Contract Labor Standards to Contractsfor Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).

(xix)52.222-54,Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx)52.222-55,Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan2022).

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

(xxii)

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

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

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

(xxiv)52.226-6,Promoting Excess Food Donation to Nonprofit Organizations (Jun2020) (42 U.S.C. 1792). Flow down required in accordance withparagraph (e) of FAR clause 52.226-6.

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

(xxvi)52.240-1,Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by AmericanSecurity Drone Act-Covered Foreign Entities (Nov 2024) (Sections1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 noteprec.).

(xxvii) 52.247-64,Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov2021) (46 U.S.C. 55305 and10 U.S.C. 2631). Flow down required in accordance with paragraph (d)of FAR clause 52.247-64.

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301 (b)(4)(i),delete paragraph (d) from the basic clause, redesignate paragraph (e) asparagraph (d), and revise the reference to "paragraphs (a), (b), (c), or(d) of this clause" in the redesignated paragraph (d) to read"paragraphs (a), (b), and (c) of this clause".

Alternate II (Jan 2025). As prescribed in 12.301 (b)(4)(ii),substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and(e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, anappropriate Inspector General appointed under section 3 or 8 G of the InspectorGeneral Act of 1978 (5 U.S.C. App.),or an authorized representative of either of the foregoing officials shall haveaccess to and right to--

(i) Examine any of the Contractor's or any subcontractors'records that pertain to, and involve transactions relating to, this contract;and

(ii) Interview any officer or employee regarding suchtransactions.

(e)(1) Notwithstanding the requirements of the clauses inparagraphs (a), (b), and (c), of this clause, the Contractor is not required toflow down any FAR clause in a subcontract for commercial products or commercialservices, other than--

(i) *Paragraph (d) of this clause*. This paragraphflows down to all subcontracts, except the authority of the Inspector Generalunder paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*.Unless otherwise indicated below, the extent of the flow down shall be asrequired by the clause-

(A) 52.203-13,Contractor Code of Business Ethics and Conduct (Nov2021) (41 U.S.C. 3509).

(B) 52.203-15,Whistleblower Protections Under the American Recovery and Reinvestment Act of2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

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

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

(F) 52.204-27,Prohibition on a ByteDance Covered Application (Jun 2023) (Section102 of Division R of Pub. L. 117-328).

(G)__ (*1*) 52.204-30, Federal AcquisitionSupply Chain Security Act Orders-- Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

__(*2*) Alternate I (Dec 2023) 52.204-30.

(H) 52.219-8,Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)),in all subcontracts that offer further subcontracting opportunities. If thesubcontract (except subcontracts to small business concerns) exceeds theapplicable threshold specified in FAR 19.702(a)on the date of subcontract award, the subcontractor must include 52.219-8 inlower tier subcontracts that offer subcontracting opportunities.

(I) [Reserved].

(J) [Reserved].

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

(L) 52.222-36,Equal Opportunity for Workers with Disabilities (Jun2020) (29 U.S.C. 793).

(M) 52.222-40,Notification of Employee Rights Under the National Labor RelationsAct (Dec 2010) (E.O. 13496). Flow down required in accordance withparagraph (f) of FAR clause 52.222-40.

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

(O) __ *(1)* 52.222-50,Combating Trafficking in Persons (Nov2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ *(2)* Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(R) 52.222-54,Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

(S) 52.222-55,Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan2022).

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

(U)__ *(1)* 52.224-3,Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ *(2)* Alternate I (Jan2017) of 52.224-3.

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

(W) 52.226-6,Promoting Excess Food Donation to Nonprofit Organizations. (Jun2020) (42 U.S.C. 1792). Flow down required in accordance withparagraph (e) of FAR clause 52.226-6.

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

(Y) 52.240-1, Prohibition on Unmanned Aircraft SystemsManufactured or Assembled by American Security Drone Act-Covered ForeignEntities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 noteprec.).

(Z) 52.247-64,Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov2021) (46 U.S.C. 55305 and10 U.S.C. 2631). Flow down required in accordance with paragraph (d)of FAR clause 52.247-64.

(End of clause)

Contract Clauses

52.252-3 Alterations in Solicitations (Apr 1984)

ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions -- Commercial Products and Commercial Services (Nov 2023)

Paragraph (k), Taxes, is deleted in its entirety.

Note to paragraph (m), Termination for Cause: The acquisition procedures to be used for this acquisition will be in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services, and FAR Part 13, Simplified Acquisition Procedures.

Note to FAR 52.232-36, Payment by Third Party (May 2014), marked within FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services (Mar 2025) (Deviation 2025-O0003 and 2025-O0004), and FAR 52.232-37, Multiple Payment Arrangements (May 1999):

The government reserves the right to change the method of payment to utilize the government-wide commercial purchase card during the life of the contract. When such change occurs, it is considered within the scope of this contract and shall not be the basis for any price adjustment.

52.204-29 Federal Acquisition Supply Chain Security Act Orders--Representation and Disclosures.

As prescribed in 4.2306(b), insert the following provision:

Federal Acquisition Supply Chain Security Act Orders--Representation and Disclosures (Dec 2023)

(a)*Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(b)*Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(c)*Procedures*.

(1)The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition.

(2)The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3)FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d)*Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e)*Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1)Name of the product or service provided to the Government;

(2)Name of the covered article or source subject to a FASCSA order;

(3)If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4)Brand;

(5)Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6)Item description;

(7)Reason why the applicable covered article or the product or service is being provided or used;

(f)*Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.204-30 Federal Acquisition Supply Chain Security Act Orders--Prohibition.

As prescribed in 4.2306(c), insert the following clause:

Federal Acquisition Supply Chain Security Act Orders--Prohibition (Dec 2023)

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

Covered article, as defined in 41 U.S.C. 4713(k), means--

(1)Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2)Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3)The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4)Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1)The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2)The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3)The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following--

(1)The Office of the Director of National Intelligence;

(2)The Central Intelligence Agency;

(3)The National Security Agency;

(4)The Defense Intelligence Agency;

(5)The National Geospatial-Intelligence Agency;

(6)The National Reconnaissance Office;

(7)Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8)The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9)The Bureau of Intelligence and Research of the Department of State;

(10)The Office of Intelligence and Analysis of the Department of the Treasury;

(11)The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12)Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency--

(1)The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2)Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b)*Prohibition.*

(1)Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i)For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii)For all other solicitations and contracts DHS FASCSA orders apply.

(2)The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3)The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4)A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i)If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A)Name of the product or service provided to the Government;

(B)Name of the covered article or source subject to a FASCSA order;

(C)If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D)Brand;

(E)Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F)Item description;

(G)Reason why the applicable covered article or the product or service is being provided or used;

(ii)*Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c)*Notice and reporting requirement.*

(1)During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2)If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i)The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or

product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii)If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A)If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil.*

(B)For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4)The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i)Within 3 business days from the date of such identification or notification:

(A)Contract number;

(B)Order number(s), if applicable;

(C)Name of the product or service provided to the Government or used during performance of the contract;

(D)Name of the covered article or source subject to a FASCSA order;

(E)If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F)Brand;

(G)Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H)Item description; and

(I)Any readily available information about mitigation actions undertaken or recommended.

(ii)Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A)Any further available information about mitigation actions undertaken or recommended.

(B)In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d)*Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e)*Subcontracts*.

(1)The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2)The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.217-8 Option to Extend Services.

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

Option to Extend Services (Nov1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expires. NOTE: In the event exercising this option becomes necessary, 50% of the prices proposed for the preceding option period will be used for the 6-month extension. Should the extension occur in any performance period other than the last option period or be less than 6 months, the prices of the preceding performance period will be used to determine the total amount of the extension by multiplying the monthly amount with the number of months the contract is being extended by (1 month - 6months).

(End of clause)

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years.

(End of clause)

52.252-5 Authorized Deviations in Provisions.

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

Authorized Deviations in Provisions (Nov 2020)

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

(b)The use in this solicitation of any DFARS (Defense Federal Acquisition Regulation Supplement) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 Authorized Deviations in Clauses.

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

Authorized Deviations in Clauses (Nov 2020)

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

(b)The use in this solicitation or contract of any DFARS (Defense Federal Acquisition Regulation Supplement) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Class Deviation 2024-O0009, Prohibition on Required Disclosure of Information Relating to Greenhouse Gas Emissions

252.204-7021 Cybersecurity Maturity Model Certification Requirements (Jan 2023)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

As prescribed in 225.372-2 , use the following clause:

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQ AFSFC/SFPA, Telephone DSN: 945-7035/36 or Commercial (210) 925-7035/36.

(End of clause)

252.232-7006 WideArea WorkFlow Payment Instructions.

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (Jan 2023)

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

"Department of Defense Activity Address Code (DoDAAC) is a six-position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
"Payment request" and "receiving report" are defined in the clause at252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

(2) Be registered to use WAWF athttps://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site: https://cac.piee.eb.mil/xhtml/unauth/web/homepage/vendorGettingStartedHelp.xhtml

(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 homepage 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): Invoice 2-in-1
Important: Select "EDA" on the entry page to pre-populate the form when creating a new document/invoice.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill inapplicable 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 F87700
Issue By DoDAAC FA5613
Admin DoDAAC FA5613
Ship To Code F3N052
Service Approver (DoDAAC) F3N052
Service Acceptor (DoDAAC) F3N052

(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.

IMPORTANT:
- Funded CLINs or SubCLINs shall be invoiced, if part of the contract and EUR and USD amounts must be referenced in the description field of each Info-SubCLIN.

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

- Partial Payment Authorized

Payment will not be made more frequently than once a month.

The final invoice submitted under this contract must be clearly marked as the final invoice.
- Foreign vendors must enter their banking information in the HEADER tab. The banking data can be added permanently to the system and it will automatically complete the respective fields.

EC VAT FORMS

(ELECTRONIC VALUE ADDEDTAX FORM) / ELEKTRONISCHE ABWICKLUNGSSCHEINE:
The completed EC VAT form can be downloaded from the MyInvoice module. A YouTube tutorial is available in English and German language: https://www.youtube.com/watch?v=6XCjhhakvUU.
If the contract and/or the VAT Form is not showing in MyInvoice, you must contact DFAS EUROPE: Customer Service Inquiries, COMM: 011-49-631-7106-8829, DSN: 324-206-8829, or via email: DFAS-EUROPE-CUSTOMERSERVICE@MAIL.MIL. Always quote the contract and invoice number for inquiries.

(6) Unit Acceptors. Each unit should have at least two (2) active acceptors, and inspectors, if required. The following POCs need to be included in the email traffic after invoice submission in WAWF:
TBD

(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: 700 CONS/eCommerce Team; 700cons.pkp.ecommerce@us.af.mil.

(2) For technical WAWF assistance, contact the WAWF helpdesk at 001-866-618-5988.

(3) For PAYMENT ISSUES contact DFAS Columbus Customer Care Center:

- AskDFAS Module:https://corpweb1.dfas.mil/askDFAS/custMain.action?mid=5300 and submit a ticket
- Phone: +1-800-756-4571.

(End of clause)

5352.201-9101 Ombudsman

As prescribed in 5301.9103 Solicitation Provision and Contract Clause, insert the following clause:

OMBUDSMAN(JUL 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Primary:

Mr. Alex A. Hight

AFICC/KUOL-AFE, OPC 02 BOX 3, APO, AE 09094

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877Ramstein-Miesenbach, Germany

E-mail: alex.hight@us.af.mil

Tel: DSN: (314)480-2209, Fax: (49)-6371-47-2025

Alternate:

Mr. Alexander L. Larsen

AFICC/KU OL-AFE, OPC 02 BOX 3, APO, AE 09094

AFICC/KU, Geb 404, Flugplatz Ramstein, 66877Ramstein-Miesenbach, Germany

E-mail: alexander.larsen.1@us.af.mil

Tel: DSN: (314)480-5938, Fax: (49)-6371-47-5938

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary(ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

5352.242-9000 Contractor Access to Department of the Air Force Installations

As prescribed in DAFFARS 5342.490-1, insert a clause substantially the same as the following clause in solicitations and contracts:

CONTRACTOR ACCESS TO DEPARTMENT OF THE AIR FORCEINSTALLATIONS (Jun 2024)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of worksite, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [*insert any additional requirements to comply with local security procedures*] to obtain a vehicle pass.

(2) For services contracts, send the written request to the Contracting Officer Representative for your contract as designated in writing by the Contracting Officer.

SPECIFIC ACCESS REQUIREMENTS FOR CONTRACTSPERFORMED IN GERMANY

BASEACCESS FOR CONTRACTS WITH A PERFORMANCE PERIOD OF MORE THAN 90 DAYS:

Mandatory Installation access procedures apply when contractors require access under this contract at least three (3) times per week or for a performance period of more than 90 days.

1. Procedures to receive an Installation Pass (IP) are as follows:

Required Documents:

i. 17Page questionnaire AE 604-1B must be filled out entirely (addresses, phone numbers, zip codes, etc.)

ii. Original copy (front and back side) of Passport/Reisepass/ Identification Card/Personalausweis

iii. Original and copy of PGCC (Police Good Conduct Certificate)/ (Polizeiliches Fuehrungszeugnis, not older than one year or Security clearance (if applicable) obtained at the local court house

<span new="" roman",serif;mso-fareast-font-family:"times="" roman";mso-ansi-language:de'=""> iv. Copy of Work Permit/Arbeitserlaubnis

v. Copy of DoD awarded contract showing performance period and location(s) access

vi. AEFORM 190-16E Data Protection

vii. AEFORM 190-16K Passholder Responsibilities Acknowledgement

viii. AEFORM 190-16A Application for Installation Access

END OF ACCESS PROCEDURES IN GERMANY

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with (*insert any additional requirements to comply with* AFI 31-101*, Integrated Defense, and* DODMAN5200.02_AFMAN16-1405*, Air Force Personnel Security Program)* citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option. Failure to comply with these requirements may result in withholding of final payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	May 2024	Deviation 2025-O0004	Mar 2025
52.228-3	Workers' Compensation Insurance (Defense Base Act).	Jul 2014		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	Apr 1984		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-18	Availability of Funds.	Apr 1984		
52.232-37	Multiple Payment Arrangements.	May 1999		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.233-1	Disputes.	May 2014		
52.233-1	Disputes. (Alternate I)	May 2014	Alternate I	Dec 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.237-3	Continuity of Services.	Jan 1991		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.242-13	Bankruptcy.	Jul 1995		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.217-7028	Over and Above Work.	Dec 1991		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.223-3 Hazardous Material Identification and Material Safety Data. (Feb 2021)

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.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. (Apr 1984)

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

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

(End of clause)

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

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.acquisition.gov/browse/index/far ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

DFARS Clauses Incorporated by Full Text

252.223-7001 Hazard Warning Labels. (Dec 1991)

HAZARD WARNING LABELS (DEC 1991)

(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)

252.229-7001 Tax Relief. (Alternate I) (Apr 2020) Alternate I (Apr 2020)

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:

TAX RELIEF-ALTERNATE I (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: Value Added Tax (VAT)[Offeror insert] RATE (PERCENTAGE): 19%[Offeror insert]

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Jun 2024)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

(End of clause)

5352.223-9001 Health and Safety on Government Installations (Jul 2023)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

List of Attachments

Atch 1, Performance Work Statement (PWS)

Appendix B, Equipment List

Atch 2, Bid Schedule

Atch 3, Technical Capability Questionnaire

Atch 4, Past Performance Questionnaire

Atch 5, Subcontractor Consent Form

Atch 6, EMS Awareness Flyer

Atch 7, FGS

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.204-17	Ownership or Control of Offeror.	Aug 2020		
52.204-20	Predecessor of Offeror.	Aug 2020		
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-26	Covered Telecommunications Equipment or Services-Representation.	Oct 2020		
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation.	Nov 2015		
52.209-5	Certification Regarding Responsibility Matters.	Aug 2020		
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications.	Jun 2020		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024

FAR Clauses Incorporated by Full Text

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

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

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

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

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

[ ] Individual/concern, other than one of the preceding.

52.212-3	**Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)**	**(May 2024)**	**Deviation 2025-O0004**	**(Mar 2025)**

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) Definitions. As used in this provision-

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

Sensitive technology-

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

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

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

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

(b)

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

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

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

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

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

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

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

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

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

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

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it [ ] is, [ ] is not an SDVOSB concern.

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

(5) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

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

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

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

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

Line Item No.	Country of Origin
____	____
____	____
____	____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
____
____
____

[List as necessary]

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

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

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

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
____	____
____	____

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

(i) [ ]

(ii) [ ]

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

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

(2) [ ] Outside the United States.

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

(1) [ ] 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that-

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

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

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

(2) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ ]TIN: ____.

[ ]TIN has been applied for.

[ ]TIN is not required because:

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

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

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

(4) Type of organization.

[ ]Sole proprietorship;

[ ]Partnership;

[ ]Corporate entity (not tax-exempt);

[ ]Corporate entity (tax-exempt);

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

[ ]Foreign government;

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

[ ]Other ____.

(5) Common parent.

[ ]Offeror is not owned or controlled by a common parent;

[ ]Name and TIN of common parent:

Name ____.

TIN ____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that-

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

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

Predecessor legal name:____.

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

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services.	Sep 2023		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.237-1	Site Visit.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TSgt John HosethEmail: jon.hoseth@us.af.mil____. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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/browse/index/far____[Insert one or more Internet addresses]

(End of provision)

Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options.	Jul 1990		