

|  |  |   |  |  |  |   |  |   |  |                  |  |            |  |
|--|--|---|--|--|--|---|--|---|--|------------------|--|------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |   |  | 1. REQUISITION NUMBER<br>1000212762  |  | <b>PAGE 1 OF 72</b>   |  |   |  |                  |  |            |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br>SPE8E6-26-R-0001  |  |   |  |                  |  |            |  |
|  |  |   |  |  |  | 6. SOLICITATION ISSUE DATE<br>October 8, 2025   |  |   |  |                  |  |            |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>John Lieb PXPBLSV                                      |  |  |  | b. TELEPHONE NUMBER(No collect calls)<br>267-542-4013   |  | 8. OFFER DUE DATE/LOCAL TIME<br>2025 OCT 23<br>3:00 PM                            |  |                  |  |            |  |
| 9. ISSUED BY<br><br>DLA TROOP SUPPORT<br>CONSTRUCTION & EQUIPMENT (CLASS IV)<br>700 ROBBINS AVENUE<br>Philadelphia PA 19111-5096   |  | CODE<br>SPE8E6  |  | 10. THIS ACQUISITION IS  |  | <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR:  |  |   |  |                  |  |            |  |
|  |  |   |  | <input type="checkbox"/> SMALL BUSINESS  |  | <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS   |  |   |  |                  |  |            |  |
|  |  |   |  | <input type="checkbox"/> HUBZONE SMALL BUSINESS  |  | <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  |  |   |  |                  |  |            |  |
|  |  |   |  | <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS   |  | <input type="checkbox"/> EDWOSB NAICS: 325998   |  |   |  |                  |  |            |  |
|  |  |   |  | <input type="checkbox"/> 8 (A)   |  | SIZE STANDARD:  |  |   |  |                  |  |            |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS  |  | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)                                   |  | 13b. RATING   |  |   |  |                  |  |            |  |
|  |  |   |  |  |  | 14. METHOD OF SOLICITATION  |  |   |  |                  |  |            |  |
|  |  |   |  |  |  | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP   |  |   |  |                  |  |            |  |
| 15. DELIVER TO<br><br>See Schedule   |  | CODE  |  | 16. ADMINISTERED BY  |  |   |  | CODE  |  |                  |  |            |  |
|  |  |   |  |  |  |   |  |   |  |                  |  |            |  |
| 17a. CONTRACTOR/OFFERER  |  | CODE  |  | FACILITY CODE  |  | 18a. PAYMENT WILL BE MADE BY  |  |   |  |                  |  |            |  |
|  |  |   |  |  |  |   |  |   |  |                  |  |            |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |  |   |  |   |  |                  |  |            |  |
| 19. ITEM NO.   |  | 20. SCHEDULE OF SUPPLIES/SERVICES                                 |  |  |  | 21. QUANTITY  |  | 22. UNIT  |  | 23. UNIT PRICE   |  | 24. AMOUNT |  |
|  |  | See Schedule  |  |  |  |   |  |   |  |                  |  |            |  |
|  |  | <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |  |  |  |   |  |   |  |                  |  |            |  |
| 25. ACCOUNTING AND APPROPRIATION DATA  |  |   |  |  |  |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)                                       |  |                  |  |            |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  |  |   |  |  |  |   |  | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |  |                  |  |            |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  |  |   |  |  |  |   |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED            |  |                  |  |            |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |   |  |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |  |   |  |                  |  |            |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |   |  |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |  |   |  |                  |  |            |  |
|  |  |   |  |  |  |   |  |   |  |                  |  |            |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)  |  |   |  | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)  |  |   |  | 31c. DATE SIGNED |  |            |  |
|  |  |   |  |  |  |   |  |   |  |                  |  |            |  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|---|

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

|                     |                     |             |
|---------------------|---------------------|-------------|
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NO. | 40. PAID BY |
|---------------------|---------------------|-------------|

|  |                                   |                                      |
|--|-----------------------------------|--------------------------------------|
| 41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> ) |                                      |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                 | 41c. DATE                         | 42b. RECEIVED AT ( <i>Location</i> ) |
|  |                                   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |

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**Continuation of Blocks from SF 1449**

1. Block 8

Offer Due Date/Local Time: **October 22, 2025, 3:00 P.M. (EST)**

2. Block 9

**ALL OFFERS MUST BE SUBMITTED VIA EMAIL. Other forms of proposal submission are not permitted under this solicitation.**

The email size must be 5MB or less. Please send the email to all of the following recipients:

john.lieb@dla.mil

vincent.oliva@dla.mil

howard.page@dla.mil

The offer must be signed and completed in its entirety in accordance with the solicitation requirements.

**\*\*\*A supplier's inability to submit a proposal caused by failure of a supplier's hardware, software, Internet Service Provider, or the World Wide Web itself, is not cause for extension of the solicitation's closing date. An offeror's inability to timely submit its proposal for any reason will not excuse submission of a late offer. \*\*\***

3. Block 17a

› Offeror's assigned Unique Entity Identifier Number: \_\_\_\_\_

(If you do not have a Unique Entity Identifier number, contact the individual identified in Block 7a of the SF-1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on establishing a unique entity identifier.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code: \_\_\_\_\_

4. Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Blocks 19-22: Schedule of Supplies

A. DLA Troop Support intends to award up to four (4) Firm Fixed Price Indefinite Delivery/Indefinite Quantity (IDIQ) Construction & Equipment (C&E) Contracts under this single solicitation. Contracts will be awarded on a CLIN by CLIN basis. The Government may award more than one (1) CLIN per contract, if the offeror is determined to be the lowest price technically acceptable offer on more than one (1) CLIN.

**B. PRODUCT SUPPORT**

Each awardee will be responsible for supplying, Aqueous Film Forming Foam (AFFF) Concentrate to authorized customers under the resulting contracts. Items to be supplied include but are not limited to: 3% and 6% AFFF formulations in two sizes, 55-gallon drums and 5-gallon containers. All items are commercial products which are identified by manufacturer's part number or commercial item description. All items shall conform in all respects to the manufacturer's commercial specifications, as approved by Naval Sea Systems Command for addition to the Qualified Products List for the identified NSNs.

**C. PRICING**

Firm-fixed prices must be submitted for a three-year base period and for each of two, one-year option periods.

**D. TERM**

The contracts resulting from this solicitation will be IDIQ Contracts with base ordering periods of three years and two, one-year option periods each, for a maximum term of five (5) years. Each contract awarded will contain a provision for the unilateral exercise of option(s) on the part of the Government to extend the term of the contract, within the Contracting Officer's sole discretion.

**E. ESTIMATED DEMAND**

The estimated annual quantities set forth in the solicitation are GOOD FAITH ESTIMATES ONLY based on the best data available to the Contracting Officer at the time of issuance of this solicitation, and do not constitute guarantees that this volume or value will actually be ordered. Offerors must consider any business risks associated with these estimates and include them within the breadth of their proposals.

| NSN  | Total 5 Year ID/IQ |
|--|--------------------|
| 3% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6228     | 10,605 DR          |
| 3% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6235 | 58,345 CO          |
| 6% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6221     | 1,090 DR           |
| 6% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6204 | 45,025 CO          |

NOTE: THIS INFORMATION IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY A GUARANTEE THAT THIS VALUE WILL BE ORDERED UNDER THE CONTRACTS RESULTING FROM THIS SOLICITATION

**F. CONTRACT MINIMUM/MAXIMUM**

For each contract awarded under this solicitation, the Government guarantees that it will order a quantity of supplies set forth in the table below during the base period of the contract. The aggregate of delivery orders issued to each awardee during performance of the base period will be applied to the minimum guarantee for that awardee. When the total units ordered exceeds the guaranteed minimum

quantity set forth in the table below, the guaranteed minimum will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

| NSN  | Total Contract Guaranteed Minimum Quantity Ordered | Line Item |
|--|--|-----------|
| 3% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6228     | 346  | CLIN 0001 |
| 3% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6235 | 1,932  | CLIN 0002 |
| 6% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6221     | 763  | CLIN 0003 |
| 6% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6204 | 6,146  | CLIN 0004 |

The maximum dollar value that can be obligated across all contracts awarded under this solicitation is \$217,000,000.00, meaning that the cumulative obligations of all orders placed against the contracts resulting from this solicitation cannot exceed \$217,000,000.00. The maximum of \$217,000,000.00 also represents the maximum for the acquisition. The sum of all orders against all contracts shall not exceed \$217,000,000.00.

**Note:** The Maximum Contract Value is \$217,000,000.00. The maximum dollar value of \$217,000,000.00 accounts for potential surge and contingency requirements and is in no way a guarantee that this value will be ordered under the contracts resulting from this solicitation.

### CAUTION NOTICE

#### ITEMS REQUIRING SPECIAL ATTENTION

1. This solicitation consists of the following NSNs:

| Line Item | Nomenclature                 | NSN              | U/I |
|-----------|------------------------------|------------------|-----|
| 0001      | 3% AFFF – 55-gallon drum     | 4210-01-668-6228 | DR  |
| 0002      | 3% AFFF – 5-gallon container | 4210-01-668-6235 | CO  |
| 0003      | 6% AFFF – 55-gallon drum     | 4210-01-668-6221 | DR  |
| 0004      | 6% AFFF – 5-gallon container | 4210-01-668-6204 | CO  |

2. The Government intends to make up to four (4) awards, one per NSN, under this solicitation.
3. Proposed unit price shall be annotated in the Chart under Caution Notice Item # 9. The (AEQ) Annual Estimated Quantity is provided for informational purposes only. The quantity represented is the Annual Estimated Quantity and is not a fixed quantity. It represents no guarantee of future purchase quantities. Offerors assume and must account for any and all business risk associated with these quantities, including the risk that lesser quantities may be ordered under any resultant contracts.
4. **Qualified Products List (QPL):** The NSNs identified in this solicitation are subject to a Qualified Products List maintained by Naval Sea Systems Command. Only offerors proposing to supply approved products present on the QPL will be eligible for award under this solicitation. Offers for non-approved,

QPL products will not be considered or further evaluated for award. For the most up to date qualification information, refer to the AFFF governing specification: MIL-PRF-24385F(4) QPL-24385, which can be accessed through the Qualified Products Database (QPD) available at <https://qpldocs.dla.mil/search/parts.aspx?qpl=1910>. Reference FAR 52.209-1 Qualification Requirements (page 61).

5. **The Total Evaluated Offered Price:** Awards will be made to offerors proposing to supply items on the Qualified Products List for the identified NSNs based Lowest Price Technically Acceptable offer. The Total Evaluated Price will be calculated as follows: The Evaluated Price will be calculated by multiplying the Annual Estimated Quantity (AEQ) by the proposed unit price. The options will be evaluated in accordance with FAR 52.217-05 Evaluation of Options.
6. The government plans to award up to four, Firm Fixed Price, Indefinite Delivery/Indefinite Quantity Contracts with maximum performance periods of five (5) years, consisting of a Base Period of three (3) years and two (2) one (1) year options. Pricing is to be submitted for the base period and for each of the two (2) option years.
7. Delivery: shall be made only as authorized by orders issued in accordance with clause **FAR 52.216-18 Ordering**
8. The Variation in Quantity is limited to a 0% increase and a 0% decrease in accordance with **FAR 52.211-16**.
9. According to **FAR 52.216-19 Order Limitations**, the minimum and maximum quantity per delivery order are annotated in the chart below.

| NSN              | U/I | AEQ   | Minimum Delivery Order Quantity | Maximum Delivery Order Quantity | Proposed Unit Price (Base Year 1) | Proposed Unit Price (Base Year 2) | Proposed Unit Price (Base Year 3) | Proposed Unit Price (Option 1) | Proposed Unit Price (Option 2) | Proposed Delivery (Base & Option Years) | Section (d) of FAR 52.216-19 |
|------------------|-----|-------|---------------------------------|---------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--------------------------------|--------------------------------|---|------------------------------|
| 4210-01-668-6228 | DR  | 346   |                                 |                                 |                                   |                                   |                                   |                                |                                |   | __ days                      |
| 4210-01-668-6235 | CO  | 1,932 |                                 |                                 |                                   |                                   |                                   |                                |                                |   | __ days                      |
| 4210-01-668-6221 | DR  | 763   |                                 |                                 |                                   |                                   |                                   |                                |                                |   | __ days                      |
| 4210-01-668-6204 | CO  | 6,146 |                                 |                                 |                                   |                                   |                                   |                                |                                |   | __ days                      |

10. **Contract and Delivery Order Limitations:** The Government is not obligated to purchase beyond the guaranteed contract minimum. Prior to submitting a proposal, offerors must take into account any business risks associated with the estimates in this solicitation. The guaranteed minimum dollar value is stated on pages 5-6 of this solicitation. The maximum dollar value that may be ordered against all resulting contract(s), collectively, is \$217,000,000.00.
11. Proposals are invited only on the basis of **F.O.B. Origin**. Offers submitted on basis other than FOB Origin will be rejected as technically unacceptable.

12. Inspection and Acceptance will take place at **Destination**.
13. Delivery: The Government's maximum required delivery time is 120 days after date of each delivery order. Accelerated deliveries of as few as 30 days after the date of the delivery order may be required under particular delivery orders at no additional cost to the Government. Accelerated deliveries are otherwise accepted at no additional cost to the Government.
14. Prompt Pay procedures shall apply in accordance with **FAR 52.212-4**.
15. The Government intends to make award to the responsible offeror(s) whose proposals meet all terms and conditions of the solicitation and who submit the lowest price that is determined fair and reasonable under each CLIN. To be eligible for award, offers must be for items listed on the QPL, all offered prices must be determined fair and reasonable, offers must take no exception to the solicitation terms and conditions, and offerors must complete all provisions listed herein that have vendor fill-ins in order to be considered compliant with the terms and conditions of the solicitation..
16. The Government intends to make award(s) based on initial offers; however, the Government reserves the right to conduct discussions, as deemed necessary in the Contracting Officer's sole discretion. Offerors are encouraged to submit their "best proposal" in response to this solicitation. See FAR 52.212-1(g).
17. The delivery orders issued against the resultant contract shall be placed via Electronic Data Interchange (EDI). An application providing for the automatic generation and electronic transmission of delivery orders against long term contracts will be used. All offerors are cautioned to anticipate the contractual requirement to provide the name and address of the **Value Added Network (VAN)** or other service to be used for the EDI transactions provided for under the resultant contract(s).
18. Items ordered under individual delivery orders placed against the resultant contract(s) may be delivered to various locations operated by DLA and/or its authorized customers. Delivery instructions will be included on each delivery order for scheduling transportation in accordance with C16 First Destination Transportation (FDT) Program, Government Arranged Transportation for Manual Awards (AUG 2017). **Material is not hazardous for shipping purposes.**
19. **REQUIRED CERTIFICATIONS AND CLAUSE FILL-INS:** Offerors must review the entire solicitation and complete **ALL** certifications and **ALL** clause fill-ins contained therein. Offerors must fill in all appropriate clauses on the solicitation document and return copies of these completed pages along with the proposal package. Failure to do so may render an offeror's proposal ineligible for award.

**SUBMISSION OF OFFERS:** Offerors responding to this solicitation must include the following Items to be considered:

1. Signed and Dated Proposal
2. Proposed unit prices are to be entered in the Chart in the Caution Notice #9 (page 7)
3. Completed copies of FAR 52.212-3, and other required certifications.

4. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.

Suppliers will also be required to submit to the contracting officer for review and approval prior to award, Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.

5. Submit Other than Certified Cost and Pricing Data which may include but not limited to pricing data, cost data, and judgmental information necessary for the contracting officer to determine a fair and reasonable price or to determine cost realism. Such data may include the identical types of data as certified cost or pricing data, consistent with Table 15-2 of FAR 15.408, but without the certification. The data may also include, for example, sales data and any information reasonably required to explain the offeror's estimating process, including, but not limited to
  - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - b. The nature and amount of any contingencies included in the proposed price.

**Large Businesses are required to submit a Subcontracting Plan in accordance with FAR 52.219-9.**

20. Proposals shall remain valid for **90 days** unless the Contractor states otherwise.
21. Email is required for submission of initial proposals, correspondence, and proposal revisions, unless an alternate method is specified by the Contracting Officer. If and when a request for final proposal revisions is issued, the date and time for receipt of the proposal revision to the designated person will be shown in the request.. Emails shall be sent to [john.lieb@dla.mil](mailto:john.lieb@dla.mil), [vincent.oliva@dla.mil](mailto:vincent.oliva@dla.mil) and [howard.page@dla.mil](mailto:howard.page@dla.mil).
22. DLA may require Vendor Managed Inventory (VMI) to be incorporated under Contracts executed as a result of this solicitation. VMI, if required, shall be implemented on a post award basis, via bi-lateral modification to the contract(s).
23. Contractors are required to report the extent of lobbying activities via Standard Form-LLL, "Disclosure of Lobbying Activities". This form is to be submitted with the contractor's offer in accordance with FAR 52.212-3(e) (for commercial acquisitions). A copy of Standard Form (SF) LLL is available on the General Services Administration web site: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>.
24. Invoicing: all invoicing will be done via wide area workflow procedures (WAWF). Reference: **DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports**

**25. Please provide Place of Performance:**

Name:  
CAGE:  
Address:

**26. Please Provide Remittance Address:**

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The following applies to ALL Line Items:

**NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL**

“*Surplus material*,” means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the DLA Disposition Services ( formerly DRMS ) (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms “*surplus*” and “*Government surplus*” are used interchangeably.

The Government has determined that offers of surplus material will not be considered for this acquisition.

**CAUTION NOTICE: THIS LIST MAY NOT BE ALL INCLUSIVE AND IT IS THE RESPONSIBILITY OF THE OFFEROR TO REVIEW THE ENTIRE SOLICITATION TO ENSURE ALL REQUIRED INFORMATION IS SUBMITTED WITH ITS PROPOSAL.**

**TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

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

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A

SOLICITATION AMENDMENT INCORPORATES A FOLLOWON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

### **CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

**NOTE: The Government reserves the right to cancel this solicitation for any reason, at any time prior to contract award. If this should occur, the Government will not be liable for an offeror's solicitation preparation costs or any other such related costs incurred.**

#### **Provisions, Clauses and Procurement Notes:**

The following websites are provided to suppliers to obtain the full text of the FAR, DFARS, and DLAD provisions, clauses, and Procurement Notes listed below:

<https://www.acquisition.gov>

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

<http://www.dla.mil/hq/acquisition/offers/DLAD.aspx>

All identified provisions, clauses, and procurement notes are incorporated herein by reference and made a part of the solicitation/contract with the same force and effect as if set forth in full text, as applicable. Offerors are reminded that all provisions incorporated herein by reference remain binding in their entirety. Any penalties for misrepresentation contained in the referenced clauses and provisions apply.

FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use and FAR 52.211-15 Defense Priority and Allocation Requirements are included in the solicitation and any resultant contracts. Though the basic contract is not rated, individual delivery orders may be rated.

**(END OF CAUTION NOTICE)**

## Contract Clauses

**Note:** 52.212-4, **Contract Terms and Conditions—Commercial Products and Commercial Services (NOV 2023)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

### **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 (MAR 2025)(DEVIATION 2025-O0004)**

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

- (1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 89(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 (MAR 2023) (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 Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020) 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts 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, or applicable elements of the intelligence community – See FAR 3.900(a).
- (5) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.).
- \_\_\_ (9) **52.204-27**, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-238).
- \_\_\_ (10) **52.204-28**, Federal Acquisition Supply Chain Act Orders – Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-agency contracts (DEC 2023) (Pub. L. 115-390, title II).
- \_X\_ (11)(i) **52.204-30**, Federal Acquisition Supply Chain Act Orders – Prohibition (DEC 2023) (Pub. L. 115-390, title II).
- \_\_\_ (ii) **Alternate I (DEC 2023) of 52.204-30**
- \_\_\_ (12) **52.209-6**, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025) (31 U.S.C. 6101 note).
- \_X\_ (13) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (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).
- \_X\_ (16) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (17) **[Reserved]**
- \_\_\_ (18)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2020) (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 (NOV 2020) (15 U.S.C. 644).
- \_\_\_ (ii) **Alternate I (Class Deviation 2020-O0008) (MAR 2020) of 52.219-7**
- \_X\_ (20) **52.219-8**, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637 (d)(2) and (3)).
- \_X\_ (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 (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) **Alternate I (MAR 2020) of 52.219-13**
- \_\_\_ (23) **52.219-14**, Limitations on Subcontracting, Class Deviation 2021-O0008 (FEB 2023) (15 U.S.C. 637(a)(14)).
- \_\_\_ (24) **52.219-16**, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)002E
- \_\_\_ (25) **52.219-27**, Notice of Set-Aside for, or Sole Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- \_X\_ (26)(i) **52.219-28**, Post Award Small Business Program Representation (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 Disadvantaged Women-Owned Small Business (EDWOSB) 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 Business (WOSB) Concerns Eligible Under the WOSB Program (OCT 2022) (15 U.S.C. 637(m)).
- (29) **52.219-32**, Orders Issued Directly Under Small Business Reserves (Mar 2020) (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).
- (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 (July 2014) of 52.222-35.
- (36)(i) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JULY 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 Relations Act (DEC 2010) (E.O. 13496).
- (39)(i) **52.222-50**, Combating Trafficking in Persons (NOV 2021) (22.U.S.C. chapter 78 and E.O. 13627).
- (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (40) **52.222-54**, Employment Eligibility Verification (JAN 2025). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 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 the acquisition of commercially available off-the-shelf items.)
- (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (42) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671).
- (43) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671).
- (44) **52.223-20**, Aerosols (May 2024) (42 U.S.C. 7671).
- (45) **52.223-21**, Foams (May 2024) (42 U.S.C. 7671).
- (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. 7671).
- (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) **52.225-1**, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (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, and 112-43).
- (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, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (51) **52.225-13**, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 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 (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (56) **52.229-12** Tax on Certain Foreign Procurements (FEB 2021)
- \_\_\_ (57) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (58) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_X\_ (59) **52.232-33**, Payment by Electronic Funds Transfer— System for Award Management (OCT 2018) (31 U.S.C. 3332).
- \_X\_ (60) **52.232-34**, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (61) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_X\_ (62) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_X\_ (63) **52.240-1**, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901
- \_X\_ (64) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
- \_\_\_ (65) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 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 this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial products and commercial services:

[ *Contracting Officer check as appropriate.* ]

- \_\_\_ (1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- \_\_\_ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

- \_\_\_ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) **52.222-55**, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- \_\_\_ (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).
- X (10) **52.247-69** Reporting Requirement for U.S.-Flag Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g))

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712)
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (v) 52.2014-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance 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) (Section 102 of Division R of Pub. L. 117-238).

(vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders – 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. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include -6 in lower 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 (JUN 2020) (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 Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (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 (NOV 2021) (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 E.O. 13627).

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

(xviii) 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)

(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 (JAN 2022).

(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 United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(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) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

*(End of Clause)*

## Addendum

*The following additional clauses are set forth in full text:*

### **52.211-16 VARIATION IN QUANTITY (APR 1984)**

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

(b) The permissible variation shall be limited to:

0 percent increase

0 percent decrease

This increase or decrease shall apply to **all delivery orders**.

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

- FAR: [https://www.ecfr.gov/cgi-bin/text-idx?SID=6e9bf6d81b42b0ae243df8c51e13fa62&mc=true&tpl=/ecfrbrowse/Title48/48tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6e9bf6d81b42b0ae243df8c51e13fa62&mc=true&tpl=/ecfrbrowse/Title48/48tab_02.tpl)
- DFARS: <https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse>.
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

*The following additional clauses are incorporated by reference:*

| <u>CLAUSE NUMBER</u> | <u>TITLE/DATE</u>   |
|----------------------|---|
| 252.204-7012         | Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023) DFARS  |
| 252.209-7004         | Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (MAY 2019) DFARS |
| 252.225-7002         | Qualifying Country Sources as Subcontractors (MAR 2022) DFARS   |
| 52.232-17            | Interest (MAY 2014) FAR   |
| 52.242-13            | Bankruptcy (JUL 1995) FAR   |
| 52.242-15            | Stop Work Order (AUG 1989) FAR  |

## Statement of Work (SOW)

### Commercial Purchase of Aqueous Film Forming Foam (AFFF)

#### 1. Introduction

This Statement of Work (SOW) establishes the requirements, scope, and responsibilities for the commercial procurement of Aqueous Film Forming Foam (AFFF). The foam concentrates will be used in fire suppression systems and emergency response operations to ensure effective fire protection and mission readiness of DLA customers, to include military fleet, installations and federal activities worldwide.

This requirement will be fulfilled under a **Firm Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) contract**.

#### 2. Contract Structure

- Contract Type: Firm Fixed Price (FFP) IDIQ.
- Ordering Period: Three (3) year base period with two (2) one-year option periods.
- Line Item Awards: Award will be made on a **line-by-line basis**, resulting in up to **four separate contract awards**.
- Contract Minimum: 100% of the annual estimated quantity per line item.
- Contract Maximum: The maximum ordering value across all awards is **\$217,000,000.00** over the life of the contract, including options.

#### 3. Scope

The Contractor(s) shall furnish and deliver 3% and 6% formulations of AFFF concentrate in either or both of two container sizes (55-gallon drums and 5-gallon containers), as required by DLA and its authorized customers. Orders will be placed as delivery orders under the IDIQ contract. The Government may incorporate Vendor Managed Inventory (VMI) during the period of performance, via bi-lateral modification to the contract(s). NSNs to be procured under the resultant contracts may include:

- NSN 4210-01-668-6204
- NSN 4210-01-668-6221
- NSN 4210-01-668-6228
- NSN 4210-01-668-6235

#### 4. Requirements

##### 4.1 Product Specifications

- **Type:** Aqueous Film Forming Foam (AFFF) Concentrate.
- **Concentrations Required:**
  - 3% AFFF
  - 6% AFFF
- **Container Sizes:**
  - 55-gallon drums

- 5-gallon containers
- **Performance Standard:** Must comply with **MIL-PRF-24385F** (or most current revision) or Government-approved equivalent specification.
- **Qualified Products List (QPL) Requirements:** The manufacturer for the QPL item must be QPL approved at the time of the contract award.
- **Shelf Life:** Material shall be manufactured within one calendar year of the delivery date.
- **Labeling:** Must comply with U.S. Department of Transportation (DOT) Hazardous Materials Regulations. Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities. The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels. Upon receipt of applicable items, the Contractor must obtain safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government. The Contractor must also obtain Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government. The contractor must also maintain all SDS and HCS labels received from suppliers on file. The contractor will furnish copies of all applicable SDS to DLA's authorized customers upon delivery of covered items. The Contractor shall also assure that all hazardous material is correctly labeled. The contractor will furnish copies of all SDS and HCS labels obtained to the Contracting Officer upon request.

For more information on SDS, refer to OSHA's website, available at: <https://www.osha.gov/law-regs.html>

For information on 29 C.F.R. 1910.1200, refer to the below link: <https://www.osha.gov/dsg/hazcom/index.html>

- **Hazardous Material and Transportation:**

- a. C16 First Destination Transportation (FDT) Program, Government-Arranged Transportation for Manual Awards (AUG 2017)
  - (1) Definitions. "Government-arranged transportation" means the Government is responsible for transportation costs, providing the carrier, and scheduling the shipment pickup contingent upon proper contractor notification in VSM (see procurement note C20).
  - (2) The contractor determines its transportation processes, controls, or costs. The contractor may submit an offer based on f.o.b. destination if it offers a better value to the Government.
  - (3) The contractor shall:
    - a) Use the VSM to notify the Government that the materiel is ready to ship. The Government can take up to two (2) full business days to schedule the shipment. Pick-up should occur within five (5) business days of the contractor's notification. The contractor shall plan for sufficient time for scheduling the shipment and standard ground transportation for its material to arrive at the destination by the Contract Delivery Date (CDD).
    - b) Address the following special accommodations:
      - i) If an order specifies carrier equipment when requested by the Government; or

- ii) If an order does not specify carrier equipment, the order appropriate carrier equipment should not be in excess of capacity to accommodate shipment;
  - c) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the contractor) on or in the carrier's conveyance as required by carrier rules and regulations
  - (4) The contractor is responsible for any loss and/or damage to the goods occurring before delivery to the carrier as a result of improper loading, stowing, trimming, blocking, and/or bracing of the shipment if loaded by the contractor on or in the carrier's conveyance.
- b. Please access the web links below for more information regarding Hazardous Material and Transportation.

DTR - Defense Transportation Regulation <https://www.ustranscom.mil/dtr/index.cfm>

49 CFR 170-178 - Code of Federal Regulations  
<https://www.ecfr.gov>

IMO-IMDG - International Maritime Organization-International Maritime Dangerous Goods  
<https://phmsa.dot.gov/hazmat/regs/international/imo>

ICAO-IATA - International Civil Aviation Organization - International Air Transportation Association  
<https://www.iata.org/en/programs/cargo/dgr/>

MilAir (AFMAN24-604) Air Force Interservice Manual  
[https://static.e-publishing.af.mil/production/1/af\\_a4/publication/afman24-604/afman24-604.pdf](https://static.e-publishing.af.mil/production/1/af_a4/publication/afman24-604/afman24-604.pdf)

**SDDC Freight Traffic Rules Publication No. IC (MFTRP No. 1C)**  
[www.sddc.army.mil/sddc/Content/Pub/8188/MFTRP1C.pdf](http://www.sddc.army.mil/sddc/Content/Pub/8188/MFTRP1C.pdf)

- **Inspection and Acceptance:** The point of inspection and acceptance for items supplied under any resulting contract(s) shall be Destination (defined as customer's CONUS location, customer's OCONUS location, or a CONUS Consolidation Point where applicable). The Government, however, has the right to inspect and test supplies called for by the contract, to the extent practicable, at all places, times, including the place of manufacture, both before and after acceptance. The Free On Board (FOB) point shall be Origin.
- **Quality Requirements:** Contractors shall ensure adequate quality control procedures are implemented to ensure customer requirements are filled accurately in terms of the kind, count, and condition of the material provided, and shall ensure that high quality material is provided in accordance with the specified order requirements.

## 4.2 Estimated Annual Quantities

Orders will be placed against the following four contract line items (CLINs):

| CLIN | Description  | Unit | Estimated Annual Qty | Contract Minimum (100%) |
|------|--|------|----------------------|-------------------------|
| 0001 | 3% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6228     | DR   | 346                  | 346                     |
| 0002 | 3% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6235 | CN   | 1,932                | 1,932                   |
| 0003 | 6% AFFF – 55-gallon drums<br>NSN: 4210-01-668-6221     | DR   | 763                  | 763                     |
| 0004 | 6% AFFF – 5-gallon containers<br>NSN: 4210-01-668-6204 | CN   | 6,146                | 6,146                   |

*(Exact quantities to be identified in the solicitation or contract schedule.)*

## 4.3 Delivery

- Delivery Location(s): Delivery locations will be clearly identified on resultant delivery orders.
- Delivery Schedule: Orders shall be delivered within 120 days after receipt of order (ARO). Accelerated deliveries within fewer days after receipt of order will be accepted at no additional cost to the Government.
- Transportation: All shipments must comply with DOT Hazardous Materials Regulations (49 CFR Parts 171–180).

## 4.4 Documentation

- Each shipment shall include:
  - Certificate of Conformance.
  - Safety Data Sheets (SDS) conforming to the above cited statutes and regulations, as applicable.
  - Batch/lot identification.

## 5. Period of Performance

- Base Period: Three (3) years from date of award.
- Option Periods: Two (2) one-year options, if unilaterally exercised.
- Maximum Total Ordering Period: Five (5) years.
- The option period(s), if exercised, may be exercised in increments of one (1) year by written notice to the Contractor at least three (3) days prior to the date of expiration of the existing term.

## 6. Warranty, Return, and Discrepant Orders:

- a. In addition to the warranties contained in 52.212-4(o), Contractors must provide at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice for the items acquired under the contract.

b. Material return and replacement policy shall be in accordance with the following:

- (1) The contractor will accept returns and, if the authorized customer still requires the product(s), replace the product(s) under the following conditions:
  - (a) Incorrect products were shipped;
  - (b) Products were damaged in shipment;
  - (c) Products arrived with concealed shipping damages;
  - (d) Products which are recalled, regardless of level of recall;
- (2) The contractor shall provide disposition instructions to the customer within 15 days of notification of receipt of discrepant goods; after 15 days of notification the customer may return the discrepant material to the contractor's address at the contractor's risk and expense, regardless of whether the contractor has furnished disposition instructions. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor.
- (3) If the ordering activity/customer does not need replacement of the returned products the contractor shall notify DLA Troop Support. DLA Troop Support then will process a reimbursement action against the contractor for the prompt return of any expended dollars back to the Government.

## 7. Special Considerations

- The Contractor shall comply with all federal, state, and local hazardous materials regulations during its performance of this contract.
- Substitutions or alternate formulations shall not be delivered without advanced written approval from the Contracting Officer.

## 8. Item Descriptions

### 1. CLIN 0001 – NSN 4210- 01-668-6228 FOAM LIQUID, FIRE EXTINGUISHING

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'T' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

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

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

RD003, COVERED DEFENSE INFORMATION MAY APPLY

THIS NSN HAS QUALIFIED PRODUCTS LIST (QPL) REQUIREMENTS.

THE MANUFACTURER FOR THE QPL ITEM MUST BE QPL APPROVED AT THE TIME OF THE CONTRACT AWARD.

**ADDITIONAL INFORMATION: 3% AFFF, GREEN 55 GALLON DRUM.**

**PN MIL-PRF-24385F TYPE 3 55GL**

Material shall be manufactured within one year of the delivery date.

MIL SPEC TITLED "FIRE EXTINGUISHER AGENT,

AQUEOUS FILM-FOAMING FOAM (AFFF) LIQUID CONCENTRATE FOR FRESH AND SEA WATER" APPLIES.

Para 4.2. Test report as required in Para 4.4.3 shall be forwarded to:

COMMANDER NAVAL SEA SYSTEMS COMMAND  
ATTN: SEA 05P5 DAN BERKOSKI  
1333 ISAAC HULL AVE SE MAIL STOP 5145  
WASHINGTON NAVY YARD DC 20376-5145

Hazard Communication Standard Notice:

Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities.

The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels.

In accordance with the revised standard after June 1, 2015:

1. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
2. Suppliers will also be required to submit to the contracting officer for review and approval prior to award, Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.
3. Finally, suppliers must train their employees on the new safety data sheets, hazardous communication labels, and requirements of 29 C.F.R. 1910.1200.

For more information on SDS, refer to OSHA's website, available at:

<https://www.osha.gov/law-regs.html>

For information on 29 C.F.R. 1910.1200, refer to the below link:

<https://www.osha.gov/dsg/hazcom/index.html>

IAW BASIC SPEC NR MIL-PRF-24385F(4) REVISION NR 4 DTD 04/07/2020

IAW REFERENCE QAP 13873 QAP-EQ003 REVISION NR D DTD 02/09/2023

IAW REFERENCE UNK QPL-24385-35 NOT 1 REVISION NR 35 DTD 11/16/2007

PREP FOR DELIVERY:

PKGING DATA-QUP:001

IF MATERIAL IS CONSIDERED HAZARDOUS IAW FED-STD-313, PACKAGE IN ACCORDANCE WITH TQ REQUIREMENT IP025. IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH SUPPLY/SERVICE: 4210-01-668-6228 CONT'D

FED-STD-313, THE MATERIAL SHALL BE COMMERCIALY PACKAGED IN ACCORDANCE WITH ASTM D3951.

All DLA Master List of Technical and Quality Requirements take precedence over ASTM D3951. Mark and label all packaging and packing in accordance with MIL-STD-129. The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) will be as specified in the contract/purchase order. PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

## **2. CLIN 0002 – NSN 4210-01-668-6235**

FOAM LIQUID, FIRE EXTINGUISHING

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

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

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

THIS NSN HAS QUALIFIED PRODUCTS LIST (QPL) REQUIREMENTS.

THE MANUFACTURER FOR THE QPL ITEM MUST BE QPL

APPROVED AT THE TIME OF THE CONTRACT AWARD.

RD003, COVERED DEFENSE INFORMATION MAY APPLY

**ADDITIONAL INFORMATION: 3% AFFE, GREEN 5 GALLON CAN.****PN MIL-PRF-24385F TYPE 3 5GAL**

Material shall be manufactured within one year of the delivery date.

MIL SPEC TITLED "FIRE EXTINGUISHER AGENT,

AQUEOUS FILM-FOAMING FOAM (AFFE) LIQUID CONCENTRATE FOR FRESH AND SEA WATER" APPLIES.

Para 4.2. Test report as required in Para 4.4.3 shall be forwarded to:

COMMANDER NAVAL SEA SYSTEMS COMMAND

ATTN: SEA 05P5 DAN BERKOSKI

1333 ISAAC HULL AVE SE MAIL STOP 5145

WASHINGTON NAVY YARD DC 20376-5145

**Exception to specification MIL-PRF-24385F****Paragraph 5.1.1.1 C.****Remove: Diameter, body (overall) 11<sup>3</sup>/<sub>4</sub> inches (max.)****Replace with: Diameter, body (overall) Round, 11<sup>3</sup>/<sub>4</sub> inches (max.)**

Hazard Communication Standard Notice:

Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities.

The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels.

In accordance with the revised standard after June 1, 2015:

1. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
2. Suppliers will also be required to submit to the contracting officer for review and approval prior to award, Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.

3. Finally, suppliers must train their employees on the new safety data sheets, hazardous communication labels, and requirements of 29 C.F.R. 1910.1200.

For more information on SDS, refer to OSHA's website, available at:

<https://www.osha.gov/law-regs.html>

For information on 29 C.F.R. 1910.1200, refer to the below link:

<https://www.osha.gov/dsg/hazcom/index.html>

IAW BASIC SPEC NR MIL-PRF-24385F(4) REVISION NR 4 DTD 04/07/2020

IAW REFERENCE QAP 13873 EQ003 REVISION NR D DTD 02/09/2023

IAW REFERENCE UNK QPL-24385-35 NOT 1 REVISION NR 35 DTD 11/16/2007

IAW REFERENCE QAP 13873 CDRL-COQC-22104 REVISION NR DTD 04/08/2022

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E QUP:001 PRES MTHD:10 CLNG/DRY:1 PRESV MAT:00  
WRAP MAT:00 CUSH/DUNN MAT:00 CUSH/DUNN THKNESS:0 UNIT CONT:10 OPI:O  
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA PACK CODE:U MARKING SHALL BE IN  
ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE:00 -00 No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING  
REQUIREMENTS FOR PROCUREMENT

PALLET EXCEPTION: CANS MAY BE PALLETIZED ON A 36X48 WINGED PALLET THAT  
MEETS ALL SUPPLY/SERVICE: 4210-01-668-6235 CONT'D

CERTIFIED HEAT TREATMENT REQUIREMENTS.

### **3. CLIN 0003 – NSN 4210- 01-668-6221**

FOAM LIQUID, FIRE EXTINGUISHING

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS  
(IDENTIFIED BY AN 'R' OR AN 'T' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER  
LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

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

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE  
SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE  
ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE  
APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON  
REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES  
RD003, COVERED DEFENSE INFORMATION MAY APPLY

THIS NSN HAS QUALIFIED PRODUCTS LIST (QPL) REQUIREMENTS.

THE MANUFACTURER FOR THE QPL ITEM MUST BE QPL APPROVED AT THE TIME OF THE CONTRACT AWARD.

**ADDITIONAL INFORMATION: 6% AFFF, BLUE 55 GALLON DRUM.**

**PN MIL-PRF-24385F TYPE 6 55GAL**

Material shall be manufactured within one year of the delivery date.

MIL SPEC TITLED "FIRE EXTINGUISHER AGENT, AQUEOUS FILM-FOAMING FOAM (AFFF) LIQUID CONCENTRATE FOR FRESH AND SEA WATER" APPLIES.

Test report as required in Para 4.4.3 shall be forwarded to:

COMMANDER NAVAL SEA SYSTEMS COMMAND  
ATTN: SEA 05P5 DAN BERKOSKI  
1333 ISAAC HULL AVE SE MAIL STOP  
5145 WASHINGTON NAVY YARD DC 20376-5145

Hazard Communication Standard Notice

Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities.

The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels.

In accordance with the revised standard after June 1, 2015:

1. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
2. Suppliers will also be required to submit to the contracting officer for review and approval prior to award, Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.

3. Finally, suppliers must train their employees on the new safety data sheets, hazardous communication labels, and requirements of 29 C.F.R. 1910.1200.

For more information on SDS, refer to OSHA's website, available at:

<https://www.osha.gov/law-regs.html>

For information on 29 C.F.R. 1910.1200, refer to the below link:

<https://www.osha.gov/dsg/hazcom/index.html>

RD003, COVERED DEFENSE INFORMATION POTENTIALLY APPLIES

LAW BASIC SPEC NR MIL-PRF-24385F(4) REVISION NR 4 DTD 04/07/2020

LAW REFERENCE QAP 13873 EQ003 REVISION NR D DTD 02/09/2023

LAW REFERENCE UNK QPL-24385-35 NOT 1 REVISION NR 35 DTD 11/16/2007

LAW REFERENCE QAP 13873 CDRL-COQC-22104 REVISION NR DTD 04/08/2022

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E QUP:001 PRES MTHD:10 CLNG/DRY:1 PRESV MAT:00  
WRAP MAT:00 CUSH/DUNN MAT:00 CUSH/DUNN THKNESS:0 UNIT CONT:10 OPI:O  
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA PACK CODE:U MARKING SHALL BE IN  
ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE:00 -00 No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING  
REQUIREMENTS FOR PROCUREMENT

PALLET EXCEPTION: DRUMS MAY BE PALLETIZED ON A 48X48 WINGED PALLET THAT  
MEETS ALL CERTIFIED HEAT TREATMENT REQUIREMENTS.

#### 4. CLIN 0004 – NSN 4210- 01-668-6204

FOAM LIQUID, FIRE EXTINGUISHING

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS  
(IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER  
LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

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

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE  
SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE  
ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE

APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

RD003, COVERED DEFENSE INFORMATION MAY APPLY

THIS NSN HAS QUALIFIED PRODUCTS LIST (QPL) REQUIREMENTS.

THE MANUFACTURER FOR THE QPL ITEM MUST BE QPL

APPROVED AT THE TIME OF THE CONTRACT AWARD.

THIS NSN HAS QUALIFIED PRODUCTS LIST (QPL) REQUIREMENTS. THE MANUFACTURER FOR THE QPL ITEM MUST BE QPL APPROVED AT THE TIME OF THE CONTRACT AWARD.

**ADDITIONAL INFORMATION: 6% AFFE, BLUE 5 GALLON CAN.**

**PN MIL-PRF-24385F TYPE 6 5GAL**

Material shall be manufactured within one year of the delivery date.

MIL SPEC TITLED "FIRE EXTINGUISHER AGENT, AQUEOUS FILM-FOAMING FOAM (AFFE) LIQUID CONCENTRATE FOR FRESH AND SEA WATER" APPLIES. Para 4.2. Test report as required in Para 4.4.3 shall be forwarded to:

COMMANDER NAVAL SEA SYSTEMS COMMAND  
ATTN: SEA 05P5 DAN BERKOSKI  
1333 ISAAC HULL AVE SE MAIL STOP  
5145 WASHINGTON NAVY YARD DC 20376-5145

**Exception to specification MIL-PRF-24385F**

**Paragraph 5.1.1.1 C**

**Remove. Diameter, body (overall) 11¾ inches (max.)**

**Replace with: Diameter, body (overall) Round, 11¾ inches (max.)**

Hazard Communication Standard Notice:

Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities.

The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels.

In accordance with the revised standard after June 1, 2015:

1. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
2. Suppliers will also be required to submit to the contracting officer for review and approval prior to award, Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.
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For more information on SDS, refer to OSHA's website, available at:

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For information on 29 C.F.R. 1910.1200, refer to the below link:

<https://www.osha.gov/dsg/hazcom/index.html>

IAW BASIC SPEC NR MIL-PRF-24385F(4) REVISION NR 4 DTD 04/07/2020

IAW REFERENCE QAP 13873 EQ003 REVISION NR D DTD 02/09/2023

IAW REFERENCE UNK QPL-24385-35 NOT 1 REVISION NR 35 DTD 11/16/2007

IAW REFERENCE QAP 13873 CDRL-COQC-22104 REVISION NR DTD 04/08/2022

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E QUP:001 PRES MTHD:10 CLNG/DRY:1 PRESV MAT:00  
WRAP MAT:00 CUSH/DUNN MAT:00 CUSH/DUNN THKNESS:0 UNIT CONT:10 OPI:O  
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA PACK CODE:U MARKING SHALL BE IN  
ACCORDANCE WITH MIL-STD-129. SPECIAL MARKING CODE:00 -00 No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING  
REQUIREMENTS FOR PROCUREMENT

PALLET EXCEPTION: CANS MAY BE PALLETIZED ON A 36X48 WINGED PALLET THAT  
MEETS ALL CERTIFIED HEAT TREATMENT REQUIREMENTS.

## 9. Qualified Products Database

For the most up to date qualification information, refer to the AFFF governing specification, MIL-PRF-24385F(4) QPL-24385, which can be accessed at the Qualified Products Database (QPD) available at <https://qpldocs.dla.mil/search/parts.aspx?qpl=1910>.

*Below tables are accurate as of 10/8/2025.*

### TYPE 3

| <b>Manufacturer Designation</b> | <b>Source Name</b>   |
|---------------------------------|--|
| AER-O-WATER 3EM-C6 AFFF         | <b>NATIONAL FOAM INC</b><br><b>NATIONAL FOAM</b><br>141 JUNNY RD<br>ANGIER, NC 275018625<br>USA<br><br>Test Reference: NRL Report 3900 Ser 6180/0002 dated 1/8/2020 (Approved by NAVSEA Ltr Ser 05S-2020-147 dtd 4/30/20 and 05S/2022-255 dtd 6/17/22)                                     |
| ARCTIC 3% MIL-SPEC AFFF         | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0028 dated 02/29/2016 (Approved by NAVSEA Ltr Ser 05S-2016-136 dtd 03/29/16)  |
| FOMTEC AFFF 3%M "SWE"           | <b>DAFO FOMTEC AKTIEBOLAG</b><br>VINDKRAFTSVAGEN 8<br>STOCKHOLM, 13570<br>SWE<br>http://www.fomtec.com<br>Test Reference: NRL test report 6180/0018A:JPF dated 01/19/17 (Approved by NAVSEA Ltr Ser 05S/2017-021 dtd 02/01/17)   |
| FOMTEC AFFF 3%M "USA"           | <b>DAFO FOMTEC AKTIEBOLAG</b><br>VINDKRAFTSVAGEN 8<br>STOCKHOLM, 13570<br>SWE<br>http://www.fomtec.com<br>Test Reference: NRL test report 6180/0018A:JPF dated 01/19/17 (Approved by NAVSEA Ltr Ser 05S/2017-021 dtd 02/01/17)   |
| PHOS-CHEK 3% AFFF MS            | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0218 dated 11/03/2015 (Approved by NAVSEA Ltr Ser 05S/2015-442 dtd 11/9/15)   |
| PHOS-CHEK 3% AFFF MS GB         | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0028 dated 02/29/2016 (Approved by NAVSEA Ltr Ser 05S-2016-136 dtd 03/29/16) (Approved by NAVSEA Ltr Ser 05S/2023-363 dtd 11/16/23) |

|                                |  |
|--------------------------------|--|
| PLATINUM PLUS C6<br>3% MS-AFFF | <b>BUCKEYE FIRE EQUIPMENT CO</b><br>110 KINGS RD<br>KINGS MOUNTAIN, NC 280862090<br>USA<br><br>Test Reference: NRL Report 3900 Ser 6180/0005 dtd 2/21/20 (Approved by NAVSEA ltr 05S/2020-139 dtd 4/30/20)                                     |
| VIKING AFFF3%M C6<br>"SWE"     | <b>THE VIKING CORPORATION</b><br>210 N. INDUSTRIAL PARK DRIVE<br>HASTINGS, MI 490589706<br>USA<br>www.vikinggroupinc.com<br>Test Reference: NRL test report 6180/0018A:JPF dated 01/19/17 (Approved by NAVSEA ltr 05s/2020-019 dated 01/21/20) |
| VIKING AFFF3%M C6<br>"USA"     | <b>THE VIKING CORPORATION</b><br>210 N. INDUSTRIAL PARK DRIVE<br>HASTINGS, MI 490589706<br>USA<br>www.vikinggroupinc.com<br>Test Reference: NRL test report 6180/0018A:JPF dated 01/19/17 (Approved by NAVSEA ltr 05s/2020-019 dated 01/21/20) |

**TYPE 6**

| <b>Manufacturer Designation</b>  | <b>Source Name</b>   |
|----------------------------------|--|
| AER-O-WATER 6EM-C6<br>AFFF       | <b>NATIONAL FOAM INC</b><br><b>NATIONAL FOAM</b><br>141 JUNNY RD<br>ANGIER, NC 275018625<br>USA<br><br>Test Reference: NRL Report 3900 Ser 6180/0002 dated 1/8/2020 (Approved by NAVSEA ltr 05S/2020-147 dated 5/30/20 and 05S/2022-255 dtd 6/17/22)                               |
| <b>ARCTIC 6% MIL-SPEC AFFF</b>   | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0028 dated 02/29/2016 (Approved by NAVSEA Ser 05S/2016-136 dtd 03/29/16)  |
| <b>PHOS-CHEK 6% AFFF MS GB</b>   | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0028 dated 02/29/2016 (Approved by NAVSEA Ser 05S/2016-136 dtd 03/29/16) (Approved by NAVSEA Ser 05S/2023-363 dtd 11/16/23) |
| <b>PHOS-CHEK 6% MILSPEC AFFF</b> | <b>PERIMETER SOLUTIONS LP</b><br>8000 MARYLAND AVE STE 350<br>CLAYTON, MO 63105<br>USA<br>www.phoschek.com<br>Test Reference: NRL Report 3900 Ser 6180/0262 dated 11/16/2017 (Approved by NAVSEA Ltr Ser 05S/2017-448 dtd 12/19/17)  |

|  |  |
|--|--|
| <b>PLATINUM PLUS C6</b><br><b>6% MS-AFFF</b> | <b>BUCKEYE FIRE EQUIPMENT CO</b><br>110 KINGS RD<br>KINGS MOUNTAIN, NC 280862090<br>USA<br><br>Test Reference: NRL report 3900 Ser 6180/0005 dtd 2/21/20 (Approved by NAVSEA ltr 05S/2020-139 dtd 4/30/2020) |
|--|--|

## **Solicitation Provisions**

### **FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

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

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

(2)

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

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

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

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

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

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

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

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

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

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

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

(1)

(i) (The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module ( <https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at [assisthelp@dlamail.mil](mailto:assisthelp@dlamail.mil).

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micropurchase threshold, and offers at or below the micropurchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

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

(End of Provision)

**Addendum to 52.212-1:**

*The following paragraphs of 52.212-1 are amended as indicated below:*

**1. Paragraph (b), *Submission of Offers.***

- a. Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8.

Facsimile offers are NOT authorized for this solicitation.

Facsimile offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**2. Paragraph (c), *Period for Acceptance of Offers.***

Change “30 calendar days” to read “180 calendar days”.

**Questions Regarding the Requirement**

- Offerors shall submit all questions regarding this solicitation in writing to the Contracting Officer no later than **seven (7) calendar days after solicitation release**.
- Questions received after this deadline may not be answered.
- Government responses to timely-submitted questions will be issued via **formal solicitation amendment** and will be made available to all prospective offerors.
- Verbal or informal communications shall not be considered official and will not form a basis for contract interpretation.

**OFFEROR PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

1. Signed copy of 1449
2. Completed copies of FAR 52.212-3, and other required certifications
3. Proposed unit prices are to be entered in the Chart in the Caution Notice #9 (page 7)
4. Suppliers will be required to submit to the contracting officer for review and approval prior to award
  - a. Safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
  - b. Hazardous Communication Standard (HCS) labels in accordance with 29 C.F.R. 1910.1200 requirements or current Consumer Product Safety Act (CPSA), Federal Hazardous Substance Act (FHSA) labels when subject to labeling requirements under those statutes. This product labeling is required for hazardous materials delivered to the Government.

5. Submit Other than Certified Cost and Pricing Data which may include but not limited to pricing data, cost data, and judgmental information necessary for the contracting officer to determine a fair and reasonable price or to determine cost realism. Such data may include the identical types of data as certified cost or pricing data, consistent with Table 15-2 of FAR 15.408, but without the certification. The data may also include, for example, sales data and any information reasonably required to explain the offeror's estimating process, including, but not limited to
  - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - b. The nature and amount of any contingencies included in the proposed price.

## **52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Lowest Price Technically Acceptable (LPTA)**

Technical and past performance, when combined are: **Approximately Equal**

### **EVALUATION FACTORS FOR AWARD**

Low Price Technically Acceptable Procedures will be utilized for this acquisition: The Government will make an award, as a result of this solicitation, to the responsible offeror(s), offering the lowest price, whose offer(s) conforms to all of the terms and conditions set forth in this solicitation and has acceptable past performance. Evaluation of offers will include compliance with the solicitation requirements (technical) and of past performance. Compliance with the Solicitation Requirements and Past Performance will be rated on an Acceptable/Unacceptable basis.

#### ***Compliance with Solicitation Requirements (Technical)***

Compliance with solicitation requirements will be defined as an offeror that takes no exception to the terms and conditions in the solicitation and is offering items that are on the approved Qualified Products List (QPL) maintained by Naval Sea Systems Command. Offers for non-approved, QPL products will not be considered or further evaluated for award. For the most up to date qualification information, refer to the AFFF governing specification: MIL-PRF-24385F(4) QPL-24385. Proposals being evaluated against this requirement will receive a rating of acceptable/unacceptable.

#### ***Past Performance***

Past performance will be based on the offeror's performance record relating to contracts of similar scope and complexity in the past 5 years. Based on the performance record obtained, an acceptable rating will be given based on a reasonable expectation that the offeror will successfully perform the required effort based on the offeror's quality and delivery track record indicating no major issues, or the offeror's performance record is unknown. Proposals being evaluated against this requirement will receive a rating of acceptable/unacceptable.

**Price**

After proposals are determined technically acceptable, they will be evaluated based on price submission.

For evaluation purposes, an offeror's price will be evaluated on the basis of the estimated annual quantity. The annual estimated quantity for the line item will be multiplied by the unit price offered for the base period to arrive at the annual estimated evaluated base price. The annual evaluated price for the item will be multiplied by five (three-year base period and two one-year option periods) to arrive at the total evaluated contract price. Price will be evaluated in accordance with the terms of the solicitation and must be determined fair and reasonable utilizing accepted price analysis methods.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025)(DEVIATION 2025-O0003) (MAR 2025) AND (DEVIATION 2025-O0004) (MAR 2025) ALTERNATE I (OCT 2014)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127 and the concern is certified by the 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—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

*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*—

- (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* mean 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 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 a SDVOSB concern in SAM and has 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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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 at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or

- (2) Through another subsidiary of a parent corporation.

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

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

- (1) Not less than 51 percent of which is owned 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 least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to

this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will 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 it

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

(ii)  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)(2) 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 as part of its offer 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 a veteran-owned small business concern in paragraph (c)(2) of this provision.} [The offer shall enter the name 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 CFR124.1001.

(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)(8) and (9) 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.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(d) [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.

(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.

(iii) The terms "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)**

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

[List as necessary]

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

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

(i) (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.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "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 Bahrani, 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.

Other Foreign End Products:

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

[List as necessary]

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

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate 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. Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian 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) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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](mailto: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 \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (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 of Award Management System (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) The Offeror represents that –

(i) It  does,  does not provide covered telecommunications equipment or services as 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)

## **Addendum**

*The following additional provisions are set forth in full text:*

### **52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

### **52.216-18 ORDERING (AUG 2020)**

As prescribed in [16.506\(a\)](#), insert the following clause:

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **Three (3) years from date of award, unless extended if/when an option(s) is exercised.**

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than  $\frac{1}{4}$  of the **estimated annual quantity**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of **the remaining amount of the contract maximum limitation;**
  - (2) Any order for a combination of items in excess of **the remaining amount of the contract maximum limitation;** or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **Two (2) years from date of expiration of the contract term.**

### 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUNE 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

### 52.217-5 EVALUATION OF OPTIONS (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within **3 days of the expiration of the current contract term**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **7 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 **5 YEARS**.

### 252.223-7001 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.

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<br>(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).

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

- (a) *Definitions.* As used in this clause -  
*Department of Defense Activity Address Code (DoDAAC)* is a six position code that uniquely identifies a unit, activity, or organization.  
*Document type* means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).  
*Local processing office (LPO)* is the office responsible for payment certification when payment certification is done external to the entitlement system.  
*Payment request* and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) *WAWF access.* To access WAWF, the Contractor shall -
- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> and
  - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
    - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
    - (ii) For fixed price line items -
      - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
- (Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)
- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
  - (iv) For performance based payments, submit a performance based payment request.
  - (v) For commercial financing, submit a commercial financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- [Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]
- (3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table \***

| Field Name in WAWF        | Data to be entered in WAWF | Guidance                        |
|---------------------------|----------------------------|---------------------------------|
| Pay Official DoDAAC       |                            | (If blank, see resulting award) |
| Issue By DoDAAC           |                            | (If blank, see resulting award) |
| Admin DoDAAC              |                            | (If blank, see resulting award) |
| Inspect By DoDAAC         |                            | (If blank, see resulting award) |
| Ship To Code              |                            | (If blank, see resulting award) |
| Ship From Code            |                            | (If blank, see resulting award) |
| Mark For Code             |                            | (If blank, see resulting award) |
| Service Approver (DoDAAC) |                            | (If blank, see resulting award) |
| Service Acceptor (DoDAAC) |                            | (If blank, see resulting award) |
| Accept at Other DoDAAC    |                            | (If blank, see resulting award) |
| LPO DoDAAC                |                            | (If blank, see resulting award) |
| DCAA Auditor DoDAAC       |                            | (If blank, see resulting award) |
| Other DoDAAC(s)           |                            | (If blank, see resulting award) |

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

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

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

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of Clause)

### **5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)**

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

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

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

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

- FAR: <https://www.acquisition.gov/far/index.html>;
- DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

*The following additional provisions are incorporated by reference:*

#### **PROVISION NUMBER**

#### **TITLE/DATE**

252.204-7008

Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

52.225-25

Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification (JUN 2020)

#### **PROCUREMENT NOTES:**

### **C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)**

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

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

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

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

### **C20 Vendor Shipment Module (VSM) (JUN 2025)**

(1) The DLA Vendor Shipment Module (VSM) is a web-based system for DLA contractors to obtain current shipping addresses, two-dimensional bar coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation. Contractors using VSM do not need to contact the transportation office prior to shipping items. Contractors shall use VSM to print labels for f.o.b. destination contracts ; and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to [delivery@dla.mil](mailto:delivery@dla.mil).

(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable or the contractor facility was closed.

(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA that are for contracts where the ultimate destination is outside the contiguous United States, hazardous material, foreign military sales (FMS), or contracts requiring Transportation Protective Service], the contractor shall contact the DCMA Transportation to determine the cognizant Transportation Office at [dcma.stlouis-mo.hq.mbx.transportation-inbox@mail.mil](mailto:dcma.stlouis-mo.hq.mbx.transportation-inbox@mail.mil).

\*\*\*\*\*

(b) Shipping instruction request (SIR). The SIR is DCMA's contractor interface which automates the shipping process by reducing data entry and cycle time and facilitates data collection for management of the process. Suppliers use SIR to send requests for shipping instructions to the DCMA Transportation Office. The SIR is designed to improve DCMA's ability to track and efficiently field requests in order to improve the timing and quality of shipments from contractors.

(1) Contracting officers at DLA Aviation, DLA Land and Maritime, and DLA Troop Support shall include procurement note C21 in solicitations and contracts if DCMA administers the contract and any of the following apply:

- (i) Contracts where ultimate destination is outside the contiguous United States;
- (ii) Hazardous material (HAZMAT) contracts;
- (iii) Foreign Military Sales (FMS) contracts; or
- (iv) Contracts requiring Transportation Protective Service.

### **L06 Agency Protests (DEC 2016)**

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

### **FAR 209-1 Qualification Requirements (FEB 1995)**

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- FAR 52.203-3, Gratuities (APR 1984)
- FAR 52.204-7 System for Award Management (NOV 2024)
- FAR 52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (JUN 2020)
- FAR 52.229-12 Tax on Certain Foreign Procurements (FEB 2021)
- DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- DFARS 252.203-7003, Agency Office of the Inspector General (AUG 2019)
- DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (SEP 2022)
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)
- DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)
- DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
- DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (JAN 2023)
- DFARS 252.204-7019, Notice of NIST SP 800-171 DOD Assessment Requirements (MAR 2022)
- DFARS 252.204-7020, NIST SP 800-171 DOD Assessment Requirements (JAN 2023)
- DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (JUN 2023)
- DFARS 252.211-7003, Item Unique Identification and Valuation (MAR 2023)
- DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
- DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
- DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
- DFARS 252.215-7008, Only One Offer (DEC 2022)

DFARS 252.215-7013, Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2023)

DFARS 252.215-7016, Notification to Offerors – Postaward Debriefings (OCT 2025)

DFARS 252.216-7010, Postaward Debriefings for Task Orders and Delivery Orders (OCT 2025)

DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – Basic (DEC 2019)

a.  Alternate I (DEC 2019) of 252.219-7003 (DEC 2019)

DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (DEC 2022)

DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JAN 2023)

DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (FEB 2024)

a.  Alternate I (FEB 2024) of 252.225-7000

DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (FEB 2024)

a.  Alternate I (FEB 2024) of 252.225-7001

b.  Alternate II (FEB 2024) of 252.225-7001

c.  Alternate III (FEB 2024) of 252.225-7001

DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)

DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

DFARS 252.225-7012, Preference for Certain Domestic Commodities (APR 2022)

DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JAN 2023)

DFARS 252.225-7017, Photovoltaic Devices (MAR 2024)

DFARS 252.225-7018, Photovoltaic Devices—Certificate (MAR 2024)

DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)

a.  Alternate I (NOV 2014) of 252.225-7020

DFARS 252.225-7021, Trade Agreements (FEB 2024)

- a. \_\_\_\_\_ Alternate II (FEB 2024) of 252.225-7021
- b. \_\_\_\_\_ Alternate III (FEB 2024) of 252.225-7021
- c. \_\_\_\_\_ Alternate IV (FEB 2024) of 252.225-7021
- \_\_\_\_\_ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
- \_\_\_\_\_ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
- \_\_\_\_\_ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
- \_\_\_\_\_ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
- \_\_\_\_\_ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
- \_\_\_\_\_ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
- \_\_\_\_\_ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
- \_\_\_\_\_ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (FEB 2024)
  - a. \_\_\_\_\_ Alternate I (FEB 2024) of 252.225-7035
  - b. \_\_\_\_\_ Alternate II (FEB 2024) of 252.225-7035
  - c. \_\_\_\_\_ Alternate III (FEB 2024) of 252.225-7035
  - d. \_\_\_\_\_ Alternate IV (FEB 2024) of 252.225-7035
  - e. \_\_\_\_\_ Alternate V (FEB 2024) of 252.225-7035
- \_\_\_\_\_ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (FEB 2024)
  - a. \_\_\_\_\_ Alternate I (FEB 2024) of 252.225-7036
  - b. \_\_\_\_\_ Alternate II (FEB 2024) of 252.225-7036
  - c. \_\_\_\_\_ Alternate III (FEB 2024) of 252.225-7036
  - d. \_\_\_\_\_ Alternate IV (FEB 2024) of 252.225-7036
  - e. \_\_\_\_\_ Alternate V (FEB 2024) of 252.225-7036
  - f. \_\_\_\_\_ Alternate VI (FEB 2024) of 252.225-7036
  - g. \_\_\_\_\_ Alternate VII (FEB 2024) of 252.225-7036

h. \_\_\_\_\_ Alternate VIII (FEB 2024) of 252.225-7036

i. \_\_\_\_\_ Alternate IX (FEB 2024) of 252.225-7036

j. \_\_\_\_\_ Alternate X (FEB 2024) of 252.225-7036

k. \_\_\_\_\_ Alternate XI (FEB 2024) of 252.225-7036

\_\_\_\_\_ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2025)

\_\_\_\_\_ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)

  X   DFARS 252.225-7050, Disclosure of Ownership or Control by the Government of a Country That is a State Sponsor of Terrorism (DEC 2022)

\_\_\_\_\_ DFARS 252.225-7052, Restrictions on the Acquisition of Certain Magnets, Tantalum and Tungsten (MAY 2024)

\_\_\_\_\_ DFARS 252.225-7053, Representation Regarding Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (AUG 2021)

\_\_\_\_\_ DFARS 252.225-7054, Prohibition of Use of Certain Energy Sourced Inside the Russian Federation (JAN 2023)

  X   DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)

  X   DFARS 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)

\_\_\_\_\_ DFARS 252.225-7057, Preaward Disclosure of Employment of Individuals Who Work in the People's republic of China (AUG 2022)

\_\_\_\_\_ DFARS 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)

  X   DFARS 252.225-7059, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region – Representation (JUN 2023)

  X   DFARS 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023)

\_\_\_\_\_ DFARS 252.225-7061, Restriction on Acquisition of Personal Protective Equipment and Certain Other Items From Non-Allied Foreign Nations (JAN 2023)

  X   DFARS 252.225-7966, Prohibition Regarding Russian Fossil Fuel Business Operations – Representation (Deviation 2024-O0006, Revision 1)(MAR 2024)

DFARS 252.225-7967, Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)(MAR 2024)

DFARS 252.225-7975, Additional Access to Contractor and Subcontractor Records (Deviation 2024-O0003)(DEC 2023)

DFARS 252.225-7993, Prohibition on Providing Funds to the Enemy (Deviation 2024-O0003)(DEC 2023)

DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023)

DFARS 252.227-7013, Rights in Technical Data – Other Than Commercial Products and Commercial Services (AUG 2025)

DFARS 252.227-7015, Technical Data -- Commercial Items (JAN 2025)

DFARS 252.227-7037, Validation of Asserted Restrictions on Technical Data (JAN 2025)

DFARS 252.229-7014, Full Exemption From Two-Percent Tax on Certain Foreign Procurements (OCT 2022)

DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)

DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

DFARS 252.239-7017, Notice of Supply Chain Risk (DEC 2022)

DFARS 252.239-7018, Supply Chain Risk (DEC 2022)

DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2022)

DFARS 252.244-7000, Subcontracts for Commercial Products or Commercial Services (NOV 2023)

DFARS 252.245-7005, Management and Reporting of Government Property (JAN 2024)

DFARS 252.246-7003, Notification of Potential Safety Issues (JAN 2023)

DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024).

a.  Alternate I (OCT 2024) of 252.247-7023.

b.  Alternate II (OCT 2024) of 252.247-7023

DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)

DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018)

DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses – Representation (NOV 2024)

DFARS 252.270-7001, Pilot Program to Incentivize Contracting with Employee-Owned Businesses – Subcontracting Certification (NOV 2024)

DFARS 252.270-7000, Pilot Program to Incentivize Contracting with Employee-Owned Businesses (NOV 2024)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (MAR 2023)

DFARS 252.227-7015, Technical Data – Commercial Items (MAR 2023)

DFARS 252.227-7037, Validation of Asserted Restrictions on Technical Data (JAN 2025)

DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023)

DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JAN 2023)

DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JAN 2023)

DFARS 252.247-7023, Transportation of Supplies by Sea (OCT 2024)