



U.S. Department
of Transportation

**Federal Highway
Administration**

COMBINED SYNOPSIS/SOLICITATION

REQUEST FOR QUOTATION (RFQ)

Issuing Office:

United States Department of Transportation
Federal Highway Administration (FHWA)
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver, WA 98661-3801

Agency Contact:

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Solicitation Number:

69056725Q000044

Title:

Laundry Service for Material Lab

Solicitation Release Date:

08/18/2025

Technical Questions Due Date:

Thursday, 08/28/2025 at 04:00 pm

Quotation Due Date:

Tuesday, 09/02/2025, at 2:00 pm

SECTION A – RFQ INFORMATION AND INSTRUCTIONS FOR PREPARATION OF QUOTATIONS

1. RFQ INFORMATION

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

This is an OPEN-MARKET Firm Fixed Price (FFP) RFQ. This solicitation is prepared in accordance with FAR Part 12, Acquisition of Commercial Products and Commercial Services, in conjunction with the policies and procedures for solicitation, evaluation, and award as prescribed in FAR Part 13, Simplified Acquisition Procedures. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-03 effective 1/17/2025.

This is a **TOTAL SMALL BUSINESS SET-ASIDE** solicitation and the North American Industry Classification System (NAICS) code is 812332 with an industry size standard of \$47.0 and the associated Product Service Code (PSC) is S209.

A responsible quoter is one whose quotation conforms to the solicitation and will be most advantageous to the Government. It is the contractor's responsibility to be familiar with applicable clauses and provisions. FAR Provisions and Clauses may be viewed and/or downloaded from <https://www.acquisition.gov/?q=browsefar>.

It is the responsibility of all interested vendors to check <https://highways.dot.gov/federal-lands/business/simplified-acquisitions> for any Amendments or Question and Answer documentation which shall be incorporated into your response accordingly.

NOTICE: Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

2. INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF QUOTATIONS (FAR 52.212-1 Addenda)

All questions concerning this RFQ shall be submitted electronically to WFL.Purchasing@dot.gov, no later than the due date and time on page 1 of this RFQ.

Each prospective Quoter should attempt to state each question in such a way that the Quoter would have no objection to the Government publishing that precise question (and its answer) in a formal amendment to the RFQ. Additionally, each prospective Quoter should attempt to word each

question in such a way that the publication of that question (and its answer) would not divulge any information that the prospective Quoter considers to be proprietary or confidential.

In responding to this RFQ, the Contractor shall address an understanding of logistics, schedule, and any other miscellaneous issues of which the Government should be aware. The Contractor shall indicate if any technical assumptions have been made, conditions have been stipulated or exceptions have been taken with the Government Description of Requirement as written. If technical assumptions are not noted, it will be assumed that the vendor's quote reflects no technical assumptions for the award and agrees to comply with all of the terms and conditions set forth herein.

Quotations shall be submitted electronically as Adobe (.pdf) files to WFL.Purchasing@dot.gov in an email whose size shall not exceed twenty Megabytes (20MB) no later than the due date and time on page 1 of this RFQ. If multiple emails are required, they shall be identified in sequence (1 of 3, 2 of 3, etc.). Document(s) shall not contain any security restrictions (e.g. password protection) that prevent the Government from distributing and printing the document(s) and shall *not* include marketing materials or letters of support/recommendation.

Quotations submitted shall be valid for a period of no less than thirty (30) days from the closing date of the RFQ.

Offerors shall not be reimbursed for the costs of developing a quote for this RFQ.

Quotations MUST include the following:

- A. Price quote in the format of the Schedule of Services table in Section B ~~-or-~~ the same information on a similar, vendor-generated price quote sheet which includes your Unique Entity Identifier (UEI SAM); and
- B. Completed copy of the Representation and Certifications at TAR 1252.237-71 (see page Section D); and
- C. Acknowledgement of all solicitation amendments, if any.

NOTE: Failure to furnish all information required above may result in your quotation being considered non-responsive and eliminated from further consideration.

The timeliness of a quote is determined by the date and time of receipt. It is the Quoter's responsibility to ensure that the quotation submission email is received by the designated cut-off date and time. Early submission is encouraged.

This is an electronic procurement. Hard copies of the quotations will not be accepted. Please reference the RFQ number in the subject line of any e-mails related to this procurement.

3. EVALUATION METHOD AND BASIS FOR AWARD

In order to be considered for the award, the offer must be determined to be technically acceptable. The technical evaluation factors for this procurement are Lowest Price Technically Acceptable (LPTA). Criteria under the LPTA process are judged on a pass-fail basis only. No other rating or qualitative value will be assigned. To be determined technically acceptable, all factors must be acceptable to obtain a pass rating for the technical proposal. Award will be made to the lowest price, technically acceptable, responsible offeror, with satisfactory past performance. The contract resulting from this solicitation will be awarded based on the following:

- A. Right to hold discussions:** The Government intends to award without discussions; however, the Government reserves the right to enter into discussions if determined necessary. Additionally, the Government reserves the right to make no award from this solicitation.
- B. Source Selection Evaluation Process:** The lowest priced quote will be considered as the quote offering the lowest price on the Schedule of Items grand total for the base and all options. The lowest-priced quote will be evaluated and, if the lowest-priced quote is determined to be technically acceptable, no other quote(s) will be evaluated. If the lowest-priced quote is determined to NOT be technically acceptable, the next lowest-priced quote will be evaluated. This process will continue until the lowest-priced, technically acceptable quote is identified.
- C. The Government will award:** A purchase order resulting from this solicitation will be issued to the lowest evaluated price technically acceptable quote. The following factors shall be used to evaluate offers:

- i. FACTOR 1 – Price;
- ii. FACTOR 2 – Relevant Past/Present Performance

By submission of its quote, the contractor accepts all terms and conditions, representations and certifications, and technical requirements. The Government intends to select **ONE** Contractor for the award of this requirement.

4. EVALUATION CRITERIA

The following criteria shall be used to evaluate the Offeror's ability to meet all requirements identified in the SOW:

- A. Factor 1 – Price:** Offeror must submit pricing in the format of the Schedule of Services table shown in Section B **-or-** the same information on a similar, vendor-generated price quote sheet which includes your Unique Entity Identifier (UEI SAM). The Government will evaluate the quoted price to determine that the price is valid, realistic, fair, and reasonable as well as for consistency and understanding of the SOW requirements.

The Government may reject any offer that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in

cost/price, or are unbalanced, such that the offer is deemed to reflect an inherent lack of competence or failure to comprehend the technical requirements.

Award will be made to the Offeror found to be technically acceptable that offers the lowest total price submitted.

- B. Factor 2 – Relevant Past Performance:** The Offeror's relevant past performance provides assurance that the contractor will meet or exceed all solicitation requirements. The Offeror's relevant past performance should demonstrate that within the past three years they have successful past performance to meet and perform contract requirements.

Evaluation of past performance may be based on information obtained from references submitted by the offeror as well as information obtained from other sources such as CPARS, FAPPIS, PPIRS, SAM, and any other sources deemed necessary by the Contracting Officer. Only ongoing contracts and contracts completed within the past three years will be evaluated with respect to past performance. Offerors that lack relevant past performance will be evaluated neither favorably nor unfavorably on past performance.

- i. TECHNICALLY ACCEPTABLE: Based on the Government's review the contractor:
 - (1) Evaluation(s) reflect no more than 2 marginal rating, no unsatisfactory ratings, and the CO has no other information that would lead the CO to conclude that there are significant problems with Offeror's past performance; or
 - (2) Past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror shall be determined to have unknown (or neutral) past performance.
- ii. TECHNICALLY UNACCEPTABLE: Based on the Government's review the contractor:
 - (1) Evaluation(s) received reflect 1 or more unsatisfactory ratings; or
 - (2) Evaluation(s) received reflect 3 or more marginal ratings; or
 - (3) The CO has other information that would lead the CO to conclude that there are significant problems with Offeror's past performance.

The Government reserves the right to request such additional information as may be necessary to determine the offeror's qualifications for the award or to clarify any aspects of the technical and/or cost/price submissions. Such information shall be furnished promptly upon the Government's request.

SECTION B – SCHEDULE OF SERVICES AND SUPPLIES

The Contractor shall furnish all services and/or supplies to perform the tasks described under this purchase order in support of the mission of the FHWA.

CLIN	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
00101	Laundry Supply for Materials Lab Pricing: Firm Fixed Price Period of Performance: 09/13/2025 – 09/12/2026	1 LS	\$	\$
TOTAL PRICE:				\$

UNIQUE ENTITY IDENTIFIER (SAM UEI): _____

SECTION C –STATEMENT OF WORK (SOW)

1. BACKGROUND

Western Federal Lands Highway Division (WFLHD), a division of the US Department of Transportation – Federal Highway Administration, designs and administers, primarily, road construction projects on Federal Lands in the states of Alaska, Washington, Oregon, Idaho, Montana, and Wyoming. The type of construction is generally 2-lane roads or highways either accessing Federal lands or within Federal lands.

2. OBJECTIVE

The objective of this requirement is to support WFLHD operations by obtaining laundry supplies/services for the Materials Lab located at 610 E 5th Street, Vancouver, Clark County, WA.

3. PERFORMANCE SCHEDULE

The period of performance of this procurement will be a base period of twelve (12) months in duration and four (4) optional periods of performance, each twelve (12) months in duration. The anticipated Period of Performance is as follows:

- Base Period: 09/13/2025 – 09/12/2026
- Option 1: 09/13/2026 – 09/12/2027
- Option 2: 09/13/2027 – 09/12/2028
- Option 3: 09/13/2028 – 09/12/2029
- Option 4: 09/13/2029 – 09/12/2030

4. TASK DETAILS

Floor mats are located throughout the Materials Lab (Attachment 0003, Materials Lab) and the aprons, towels, and laundry bag rack are in the Materials Lab at the west end of the building. It shall be the Contractor's responsibility to retrieve and replace these items throughout the building.

- A. Vendor shall provide supply and cleaning of floor mats, aprons and towels in the styles and quantities listed below as well as the supply of a 2-compartment laundry bag rack with the quarterly cleaning of associated laundry bags.

Item Description	No. Of Pieces
3X5 Safety Mats	2
3X10 Safety Mats	1
4X6 Safety Mats	2
2X3 Wet Area Mats	2
2X3 Anti-FatigueMats	8
3X5 Anti-FatigueMats	5
4X6 Anti-FatigueMats	4

3X9 Wet Area Mats	1
Denim Aprons	20
Shop Towels Red	120
Terry Towels Blue	300

i. Bi-weekly services shall be scheduled to occur on any weekday, Monday – Friday, between the hours of 8:00am – 3:30pm PT.

ii. Quarterly services shall occur on any normally scheduled bi-weekly service visit.

B. Floor mats, aprons, and towels will be provided in a quantity sufficient to allow the Contractor to replace items taken to be cleaned and maintain the full stock as indicated in paragraph 4.A above.

5. NON-PERSONAL SERVICES

This order is a non-personal service as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor’s employees and subcontractors:

- Shall perform the services specified herein as independent contractors, not as employees of the government,
- Shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with all technical, schedule, or financial requirements or constraints attendant to the performance of this contract,
- Shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified, but
- Shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

6. IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contractor personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractors shall also wear badges identifying them as Contractor personnel when meeting with FHWA personnel during the performance of this Order.

7. RESTRICTIONS AND STANDARDS OF CONDUCT

The Contractor and its employees shall conduct business covered only by this order during periods paid for by the Government and shall not conduct any other business on Government premises. During all operations on Government premises, the Contractor shall comply with the rules,

regulations, and procedures governing the conduct of personnel and the safe, secure, and effective operation of the facility, as expressed in written, oral, and logical procedures.

8. INSPECTION AND ACCEPTANCE

All supplies and/or work hereunder shall be subject to review by the Government. The Technical Point of Contact (TPOC) is responsible for the inspection and acceptance of all incoming shipments, documents, and services. Acceptance of the final deliverables shall be made in writing by the TPOC.

9. GOVERNMENT FURNISHED INFORMATION

The FHWA will provide to the Contractor access to any information under its purview necessary to complete any requirements under this Order that is not publicly available.

10. AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed task order can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

11. PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

12. CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the appropriate Inspection of Services and Termination Clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of the full performance of the services hereunder and may be terminated for default based upon the inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

13. CLOSEOUT OF CONTRACT FILES

The Government will initiate the administrative closeout of the Delivery Order after receiving evidence that all technical requirements have been completed. The Contractor shall furnish all required documents in support of the closeout of this contract.

The Government anticipates the timeframe to complete the administrative close out of this contract will not exceed 30 days. The costs incurred in the administrative closeout of task orders and

contract files are unallowable direct costs under the contract and, therefore, cannot be charged as direct costs to the Government. Contractors are to handle such costs in accordance with their disclosure statements/cost accounting systems.

14. LIST OF ATTACHMENTS

Attachment 0001 – Offeror Work Experience (1 page)

Attachment 0002 – Past Perf Questionnaire (5 pages)

Attachment 0003 – Materials Lab Locator (1 page)

Attachment 0004 – Service Contract Act Wage Determination (8 pages)

SECTION D – SOLICITATION PROVISIONS

Representations, Certifications, and Other Statements of Quoter

The offeror makes the following representations and certifications as a part of its quote.

NOTICE:

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Federal Acquisition Regulation (FAR) Provisions

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 <https://www.acquisition.gov/far>.

52.204-7 -- System for Award Management (Nov 2024)

52.204-16 -- Commercial and Government Entity Code Reporting (Oct 2018)

52.204-22 -- Alternative Line Item Proposal (Jan 2017)

52.212-1 -- Instructions to Offerors—Commercial Products and Commercial Services (Sep 2023)

(End of provision)

52.204-24 -- Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation

in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representation. The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument

resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 -- Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)(1) *Representation.* The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instruments.

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

(End of provision)

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

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

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

(FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

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

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

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

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

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

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

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

(End of provision)

52.212-3 -- Offeror Representations and Certifications—Commercial Products and Commercial Services (May 2024) [(DEVIATION FEB 2025)]

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 SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16), and

who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

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

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

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

Small business concern—

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

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

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

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

(i) One or more socially disadvantaged (as defined 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 124.104I(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104I(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, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

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

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

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

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

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

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

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

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

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

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

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

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

(6) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph I(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 I(9) and (10): Complete paragraphs I(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph I(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 I(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 126.200I\(1\)](#)); and

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

(d) ~~[Reserved] Representations required to implement provisions of Executive Order 11246-~~

~~(1) Previous contracts and compliance. The offeror represents that-~~

~~(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and~~

~~(ii) It ☐ has, ☐ has not filed all required compliance reports.~~

~~(2) Affirmative Action Compliance. The offeror represents that-~~

~~(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or~~

~~(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.~~

(e) *Certification Regarding Payments to Influence Federal Transactions*

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. ____

[List as necessary]

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

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

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

Israeli End Products:

Line Item No. ____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*

If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

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

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

Korean End Products or Israeli End Products:

Line Item No. ____

[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. ____

[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.

I 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](#)(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 [22.1003-4I\(2\)\(ii\)](#)) 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. 7701I](#) 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. 7701I\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency

has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

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

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

(2) If the Offeror has indicated "is" in paragraph I(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]** ~~Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).~~

~~(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.~~

~~(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].~~

~~(i) The Offeror (itself or through its immediate owner or highest level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.~~

~~(ii) The Offeror (itself or through its immediate owner or highest level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.~~

~~(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.~~

~~(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.~~

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)

52.252-5 -- Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any *Transportation Acquisition Regulation (48 CFR 12)* provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SECTION E – CONTRACT CLAUSES

Federal Acquisition Regulation (FAR) Clauses

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

<https://www.acquisitions.gov/?q=browsefar>

52.204-13 -- System for Award Management Maintenance (Oct 2018)

52.204-18 -- Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 -- Incorporation by Reference of Representations and Certifications (Dec 2014)

52.204-21 -- Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

52.212-4 -- Contract Terms and Conditions – Commercial Products and Commercial Services (Nov 2023)

52.232-39 -- Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(End of clause)

52.204-30 -- Federal Acquisition Supply Chain Security Act Orders – Prohibition (Dec 2023)

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

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

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

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

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

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

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

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

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

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

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

(5)

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

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

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

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

(D) Brand;

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

(F) Item description;

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

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

(c) *Notice and reporting requirement.*

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

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

(3)

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

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

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

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

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

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

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

(A) Contract number;

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

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

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

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

(F) Brand;

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts.*

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

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

(End of clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025) [(DEVIATION FEB 2025)]

(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 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (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 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (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) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (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).
- X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- ___ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).
- ___ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security 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, or Proposed for Debarment. (Jan 2025) (31 U.S.C. 6101 note).
- ___ (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 (Mar 2020) of 52.219-7.
- ___ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)).
- ___ (21) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jan 2025) of 52.219-9.
- ___ (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- ___ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-28.

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

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

___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

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

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

___ (34) ~~[Reserved](i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).~~

___ ~~(ii) Alternate I (Feb 1999) of 52.222-26.~~

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

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

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

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

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

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

X (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 FAR 22.1803.)

___ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to 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, et seq.).

___ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

___ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

___ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

X (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l)

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

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

___ (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

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

___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, 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).
- X (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. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- ___ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513)
- ___ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- ___ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- 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 note](#) prec.).
- ___ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- X (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. chapter67).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

___ (7) 52.222-55, Minimum Wages 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).

___ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air 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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial 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) 52.204-25, 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. 117-328).
- (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 (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) ~~[Reserved] 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~
- (x) ~~[Reserved] 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).~~
- (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 and 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. Subtitle A, Part V, Subpart G 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) 52.240-1, 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](#) note prec.).

(xxvii) 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)

52.223-23 -- Sustainable Products and Services (May 2024) [(DEVIATION FEB 2025)]

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (~~7 CFR 3201.2~~ [7 CFR part 4270.2]).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means ~~products and services that are subject to and meet the following applicable statutory mandates and directives for purchasing:~~

~~—(1) Statutory purchasing programs.~~

~~—(i)[(1)]~~ Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

~~—(ii)[(2)]~~ Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products> and <https://www.energystar.gov/products?s=mega>).

~~—(iii)[(3)]~~ Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (~~7 CFR part 3201~~ [7 CFR part 4270]) (<https://www.biopreferred.gov/>).

~~—(iv)[(4)]~~ Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap>).

~~(2) Required EPA purchasing programs.~~

~~—(i) WaterSense® labeled (water efficient) products and services (~~

~~—(ii) Safer Choice certified products (products that contain safer chemical ingredients) (<https://www.epa.gov/saferchoice/products>).~~

~~—(iii) Product and services that meet EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023~~

~~(<https://www.epa.gov/greenerproducts/recommendations-specifications-standards-and-ecolabels-federal-purchasing>).~~

(b) *Requirements.*

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

- (i) Delivered to the Government;
- (ii) Furnished for use by the Government;
- (iii) Incorporated into the construction of a public building or public work; and
- (iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

~~——(3)(i) Except as provided in paragraph (b)(3)(ii) of this clause, sustainable products and services must meet the applicable standards, specifications, or other program requirements at time of quote or offer submission; and~~

~~——(ii) Sustainable products and services must meet the EPA Recommendations of Specifications, Standards, and Ecolabels in effect as of October 2023.~~

(c) *Resource.* The Green Procurement Compilation (GPC) available at <https://sftool.gov/greenprocurement> provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which [statutory] purchasing programs apply to a specific product or service.

(End of clause)

Transportation Acquisition Regulation (TAR) clauses

The following Transportation Acquisition Regulation clauses are incorporated 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 <https://www.transportation.gov/assistant-secretary-administration/procurement/tar-part-1252-solicitations-provisions-and-contract>

1252.222–72 -- Contractor Cooperation in Equal Employment Opportunity and Anti-Harassment Investigations (Nov 2022)

1252.223–71 -- Accident and Fire Reporting (Nov 2022)

~~1252.232–70 -- Electronic Submission of Payment Requests (Nov 2022)~~

1252.237–70 -- Qualifications of Contractor Employees (Nov 2022)

1252.242–71 -- Contractor Testimony (Nov 2022)

1252.242–72 -- Dissemination of Contract Information (Nov 2022)

(End of clause)

1252.232-70 -- Electronic Submission of Payment Requests (Nov 2022) [(DEVIATION Aug 2025)]

(a) Definitions. As used in this clause—

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices,” this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.

(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total (\$) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

[(10) The following statement “The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023).”]

(e) Payment system registration. All persons accessing the iSupplier (DELPHI) will be required to have their own unique user ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions.

(2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.

(3) iSupplier (DELPHI) registration instructions: New users should navigate to: <http://einvoice.esc.gov> to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>.

(5) Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.

(g) Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

FHWA Local Clauses

FHWA-001 -- Payment and Final Invoice

(a) Payment for the order shall be provided under the lump sum quote amount. Compensation is full payment for providing all supplies and/or performing all work in a complete and acceptable manner. All risk, loss, damage, or expense arising out of the nature or prosecution of the work is included in the compensation provided by the lump sum quote amount.

(b) For firm-fixed-price (FFP) contracts where supplies are delivered or services are performed, the final invoice is not subject to further contract settlement actions between the Government and the Contractor.

(c) For non-FFP contracts, further contract settlement actions may exist where final invoices are not to be submitted yet until these contract settlement actions are resolved. For these contracts, the Contracting Officer will process final invoices as a routine part of the closeout process. When requested, the Contractor shall submit the final invoice directly to the Contracting Officer/ Contract Specialist along with the final closeout documents. When the final invoice is ready for payment, the Contracting Officer will inform the Contractor that the final invoice can be submitted through the iSupplier system.

(End of clause)

FHWA-002 -- Post-Award Evaluation of Contractor Performance

(a) Interim and final evaluations of contractor performance may be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. The contractor's response is voluntary. If the contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(d) The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

(e) The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system-generated email notifying him/her that the contract is registered. A system-generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

(f) After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system-generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS for review and comment.

(End of clause)

FHWA-003 -- Government Technical Point of Contact (TPOC)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer will designate a Government Technical Point of Contact (TPOC) at the time of contract award. The TPOC's responsibilities will include technical monitoring of the Contractor's performance and inspecting and accepting deliveries under the contract. The

TPOC will be appointed in writing, at which time ALL the responsibilities of the TPOC will be detailed, and a copy of the appointment memorandum will be furnished to the Contractor. Any changes to the TPOC delegation will be made in writing, either by changes to the existing memorandum or by the issuance of a new appointment memorandum. Copies of any changes will be provided to the Contractor.

(c) The TPOC is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to any modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with directions that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the TPOC has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the TPOC's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the TPOC.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the TPOC acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)