

# **FEDERAL ACQUISITION CIRCULAR**

July 14, 2016

Number 2005-89  
Effective July 14, 2016  
Loose-leaf pages

Federal Acquisition Circular (FAC) 2005-89 is issued under the authority of the Secretary of Defense, the Administrator of General Services, and the Administrator for the National Aeronautics and Space Administration.

Unless otherwise specified, all Federal Acquisition Regulation (FAR) and other directive material contained in FAC 2005-89 is effective July 14, 2016 except for Item I, which is effective November 1, 2016, and Items II, III, and IV, which are effective August 15, 2016.



## FAC 2005-89 List of Subjects

<u>Item</u>	<u>Title</u>	<u>Page</u>
I	Small Business Subcontracting Improvements	v
II	OMB Circular Citation Update	vi
III	FPI Blanket Waiver Threshold	vi
IV	Revision to Standard Forms for Bonds	vii
V	Technical Amendments	vii



## FAC 2005-89 SUMMARY OF ITEMS

Federal Acquisition Circular (FAC) 2005-89 amends the Federal Acquisition Regulation (FAR) as specified below:

### **Item I—Small Business Subcontracting Improvements (FAR Case 2014-003)**

This final rule amends the FAR to implement SBA's final rule published at 78 FR 42391 on July 16, 2013. The rule will implement the statutory requirements set forth in section 1321 and 1322 of the Small Business Jobs Act of 2010, (Pub. L. 111-240), as well as other requirements aimed at improving subcontracting regulations to increase small business opportunities. This rule accomplishes the following:

(1) Requires prime contractors to make good faith efforts to utilize their proposed small business subcontractors during performance of a contract to the same degree the prime contractor relied on the small business in preparing and submitting its bid or proposal. To the extent a prime contractor is unable to make a good faith effort to utilize its small business subcontractors as described above, the prime contractor is required to explain, in writing, within 30 days of contract completion, to the contracting officer the reasons why it was unable to do so.

(2) Authorizes contracting officers to calculate subcontracting goals in terms of total contract dollars in addition to the required goals in terms of total subcontracted dollars.

(3) Provides contracting officers with the discretion to require a subcontracting plan in instances where a small business rerepresents its size as an other than small business.

(4) Requires subcontracting plans even for modifications under the subcontracting plan threshold if said modifications would cause the contract to exceed the plan threshold.

(5) Requires prime contractors to assign (North American Industry Classification System (NAICS) codes to subcontracts.

(6) Restricts prime contractors from prohibiting a subcontractor from discussing payment or utilization matters with the contracting officer.

(7) Requires prime contractors to resubmit a corrected subcontracting report within 30 days of receiving the contracting officer's notice of report rejection.

(8) Requires prime contractors to provide the socioeconomic status of the subcontractor in the notification to unsuccessful offerors for subcontracts.

(9) Requires prime contracts with subcontracting plans on task and delivery order contracts to report order level subcontracting information after November, 2017.

(10) Facilitates funding agencies receiving small business subcontracting credit.

(11) On indefinite-delivery, indefinite-quantity contracts, allows the contracting officer to establish subcontracting goals at the order level (but not a new subcontracting plan).

This rule may have a positive economic impact on any small business entity that wishes to participate in the Federal procurement arena as a subcontractor.

**Replacement pages:** THE PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF November 1, 2016.

#### **Item II—OMB Circular Citation Update (FAR Case 2014-023)**

This final rule amends the FAR to update outdated OMB Circular citation references. On December 26, 2013, the Office of Management and Budget (OMB) published new guidance at 2 CFR part 200 entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, adopted by Federal agencies as a set of binding regulations that became effective December 26, 2014. This new guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133, as well as the guidance in Circular A-50 on Audit Follow-up. As such, this final rule replaces OMB citations in the FAR to the circulars cited above that have been superseded. The replacement of these outdated OMB citations in the FAR will have no impact on small businesses since the intent of the OMB guidance remains unchanged.

**Replacement pages:** THE PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF August 15, 2016.

#### **Item III—FPI Blanket Waiver Threshold (FAR Case 2016-008)**

This final rule amends the FAR to increase the blanket waiver threshold for small dollar-value purchases from Federal Prison Industries (FPI) by Federal agencies from \$3,000 to \$3,500. No waiver is required to buy from an alternative source

below \$3,500. Customers may, however, still purchase from FPI at, or below, this threshold, if they so choose.

**Replacement pages:** THE PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF August 15, 2016.

**Item IV—Revision to Standard Forms for Bonds (FAR Case 2015-025)**

This rule amends the FAR to revise five Standard Forms prescribed for contracts involving bonds and other financial protections. The revisions, aimed at clarifying liability limitations and expanding the options for organization types, are made to Standard Forms 24, 25, 25A, 34, and 35. These changes will minimize questions from industry to the contracting officer.

This final rule does not place any new requirements on small entities.

**Replacement pages:** THE PAGES WILL BE POSTED ON THEIR EFFECTIVE DATE OF August 15, 2016.

**Item V—Technical Amendments**

Editorial changes are made at FAR 4.1801, 4.1803, 52.204-16, 52.204-17, 52.204-18, 52.204-20, and 52.212-3.

**Replacement pages:** 4.18-1 and 4.18-2; 52.2-12.5 thru 52.2-12.10; and 52.2-29 and 52.2-30.

**Loose-leaf Only Corrections**

**Replacement pages:** 52.3-7 and 52.3-8; 52.3-13 and 52.3-14; 52.3-17 thru 52.3-20.

## FAC 2005-89 FILING INSTRUCTIONS

**NOTE:** The FAR is segmented by subparts. The FAR page numbers reflect FAR Subparts. For example, "4.18-1" is page 1 of subpart 4.18.

### Remove Pages

4.18-1 and 4.18-2

52.2-12.5 thru 52.2-12.10  
52.2-29 and 52.2-30

### Matrix

52.3-7 and 52.3-8  
52.3-13 and 52.3-14  
52.3-17 thru 52.3-20

### Insert Pages

4.18-1 and 4.18-2

52.2-12.5 thru 52.2-12.10  
52.2-29 and 52.2-30

### Matrix

52.3-7 and 52.3-8  
52.3-13 and 52.3-14  
52.3-17 thru 52.3-20



### Subpart 4.18—Commercial and Government Entity Code

#### 4.1800 Scope of subpart.

(a) This subpart prescribes policies and procedures for identification of commercial and government entities. The Commercial and Government Entity (CAGE) code system may be used, among other things, to—

(1) Exchange data with another contracting activity, including contract administration activities and contract payment activities.

(2) Exchange data with another system that requires the unique identification of a contractor entity; or

(3) Identify when offerors are owned or controlled by another entity.

(b) For information on the Data Universal Numbering System (DUNS) number, which is a different identification number, see [4.605](#) and the provisions at [52.204-6](#) and [52.204-7](#).

#### 4.1801 Definitions.

As used in this part—

“*Commercial and Government Entity (CAGE) code*” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“*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.

#### 4.1802 Policy.

(a) *Commercial and Government Entity code.* (1) Offerors shall provide the contracting officer the Commercial and

Government Entity (CAGE) code assigned to that offeror’s location prior to the award of a contract action above the micro-purchase threshold, when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(2) The contracting officer shall include the contractor’s CAGE code in the contract and in any electronic transmissions of the contract data to other systems when it is provided in accordance with paragraph (a)(1) of this section.

(b) Ownership or control of offeror. Offerors, if owned or controlled by another entity, shall provide the contracting officer with the CAGE code and legal name of that entity prior to the award of a contract action above the micro-purchase threshold, when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

#### 4.1803 Verifying CAGE codes prior to award.

(a) Contracting officers shall verify the offeror’s CAGE code by reviewing the entity’s registration in the System for Award Management (SAM). Active registrations in SAM have had the associated CAGE codes verified.

(b) For entities not required to be registered in SAM, the contracting officer shall validate the CAGE code using the CAGE code search feature at <https://cage.dla.mil>.

#### 4.1804 Solicitation provisions and contract clause.

(a) Insert the provision at [52.204-16](#), Commercial and Government Entity Code Reporting, in all solicitations that include—

(1) [52.204-6](#), Data Universal Numbering System Number; or

(2) [52.204-7](#), System for Award Management.

(b) Insert the provision at [52.204-17](#), Ownership or Control of Offeror, in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.

(c) Insert the clause at [52.204-18](#), Commercial and Government Entity Code Maintenance, in all solicitations and contracts when the solicitation contains the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.

(d) Insert the provision at [52.204-20](#), Predecessor of Offeror, in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.

This page intentionally left blank.

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS

number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

#### 52.204-14 Service Contract Reporting Requirements.

As prescribed in 4.1705(a), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) *Definition.*

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the

agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

#### 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.

As prescribed in [4.1705\(b\)](#), insert the following clause:

##### SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)

(a) Definitions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in [4.1703\(a\)\(2\)](#).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appro-

priate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR [subpart 42.15](#).

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

#### 52.204-16 Commercial and Government Entity Code Reporting.

As prescribed in [4.1804\(a\)](#), use the following provision:

##### COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) *Definition.* As used in this provision – “Commercial and Government Entity (CAGE) code” means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/ACI35Public/scage/CageList.aspx> if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

**52.204-17 Ownership or Control of Offeror.**

As prescribed in 4.1804(b), use the following provision:

**OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)**

(a) *Definitions.* As used in this provision—  
“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA

Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

(d) If the Offeror indicates “yes” in paragraph (c) 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)

(End of provision)

**52.204-18 Commercial and Government Entity Code Maintenance.**

As prescribed in 4.1804(c), use the following clause:

**COMMERCIAL AND GOVERNMENT ENTITY CODE  
MAINTENANCE (JUL 2016)**

(a) *Definition.* As used in this clause—  
“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records

and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of clause)

**52.204-19 Incorporation by Reference of Representations and Certifications.**

As prescribed in [4.1202](#)(b), insert the following clause.

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.204-20 Predecessor of Offeror.**

As prescribed in [4.1804](#)(d), insert the following provision:

PREDECESSOR OF OFFEROR (JUL 2016)

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

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics

Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

“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.

(b) 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.

(c) If the Offeror has indicated “is” in paragraph (b) 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)

(End of provision)

**52.204-21 Basic Safeguarding of Covered Contractor Information Systems.**

As prescribed in 4.1903, insert the following clause:

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, carto-

graphic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**52.205 [Reserved]**

**52.206 [Reserved]**

This page intentionally left blank.



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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

**52.212-2 Evaluation—Commercial Items.**

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR [15.304](#)); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical and past performance, when combined, are \_\_\_\_\_ *[Contracting Officer state, in accordance with FAR [15.304](#), the relative importance of all other evaluation factors, when combined, when compared to price.]*

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

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

(End of provision)

**52.212-3 Offeror Representations and Certifications—**

**Commercial Items.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—  
COMMERCIAL ITEMS (JUL 2016)

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

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

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

“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 concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into

PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																					
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.211-5</a> Material Requirements.	<a href="#">11.304</a>	C	Yes	I	R	R															A		
<a href="#">52.211-6</a> Brand Name or Equal.	<a href="#">11.107(a)</a>	P	Yes	L	A	A							A						A		A		
<a href="#">52.211-7</a> Alternatives to Government-Unique Standards.	<a href="#">11.107(b)</a>	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
<a href="#">52.211-8</a> Time of Delivery.	<a href="#">11.404(a)(2)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate I	<a href="#">11.404(a)(2)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate II	<a href="#">11.404(a)(2)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate III	<a href="#">11.404(a)(2)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
<a href="#">52.211-9</a> Desired and Required Time of Delivery.	<a href="#">11.404(a)(3)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate I	<a href="#">11.404(a)(3)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate II	<a href="#">11.404(a)(3)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
Alternate III	<a href="#">11.404(a)(3)</a>	C	No	F	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
<a href="#">52.211-10</a> Commencement, Prosecution, and Completion of Work.	<a href="#">11.404(b)</a>	C	Yes								R												
Alternate I	<a href="#">11.404(b)</a>	C	Yes								R												
<a href="#">52.211-11</a> Liquidated Damages—Supplies, Services, or Research and Development.	<a href="#">11.503(a)</a>	C	Yes	I	O		O		O					O							O	O	
<a href="#">52.211-12</a> Liquidated Damages—Construction.	<a href="#">11.503(b)</a>	C	Yes								O	O										O	
<a href="#">52.211-13</a> Time Extensions.	<a href="#">11.503(c)</a>	C	Yes								A	A										A	
<a href="#">52.211-14</a> Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.	<a href="#">11.604(a)</a>	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.211-15</a> Defense Priority and Allocation Requirements.	<a href="#">11.604(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.211-16</a> Variation in Quantity.	<a href="#">11.703(a)</a>	C	Yes	F	A				A					A					A		A		
<a href="#">52.211-17</a> Delivery of Excess Quantities.	<a href="#">11.703(b)</a>	C	Yes	F	O									O					O		O		
<a href="#">52.211-18</a> Variation in Estimated Quantity.	<a href="#">11.703(c)</a>	C	Yes								A											A	
<a href="#">52.212-1</a> Instructions to Offerors—Commercial Items.	<a href="#">12.301(b)(1)</a>	P	Yes	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	R
<a href="#">52.212-2</a> Evaluation—Commercial Items.	<a href="#">12.301(c)(1)</a>	P	No	NA	O		O		O		O			O	O	O	O	O	O	O	O	O	O
<a href="#">52.212-3</a> Offeror Representations and Certifications—Commercial Items.	<a href="#">12.301(b)(2)</a>	P	No	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	R
Alternate I	<a href="#">12.301(b)(2)</a>	P	No	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	A
Alternate II	<a href="#">12.301(b)(2)</a>	P	No	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	A

PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																					
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.212-4</a> Contract Terms and Conditions—Commercial Items.	<a href="#">12.301(b)(3)</a>	C	Yes	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	R
Alternate I	<a href="#">12.301(b)(3)</a>	C	Yes	NA								A											A
<a href="#">52.212-5</a> Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Items	<a href="#">12.301(b)(4)</a>	C	Yes	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	<a href="#">12.301(b)(4)(i)</a>	C	No	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	R
Alternate II	<a href="#">12.301(b)(4)(ii)</a>	C	No	NA	A		A		A		A			A	A	A	A	A	A	A	A	A	R
<a href="#">52.213-1</a> Fast Payment Procedure.	<a href="#">13.404</a>	C	Yes		A									A					A		A		
<a href="#">52.213-2</a> Invoices.	<a href="#">13.302-5(b)</a>	C	Yes																		A		
<a href="#">52.213-3</a> Notice to Supplier.	<a href="#">13.302-5(c)</a>	C	Yes																		A		
<a href="#">52.213-4</a> Terms and Conditions— Simplified Acquisitions (Other Than Commercial Items).	<a href="#">13.302-5(d)</a>	C	Yes	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.214-3</a> Amendments to Invitations for Bids.	<a href="#">14.201-6(b)(1)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
<a href="#">52.214-4</a> False Statements in Bids.	<a href="#">14.201-6(b)(2)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
<a href="#">52.214-5</a> Submission of Bids.	<a href="#">14.201-6(c)(1)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
<a href="#">52.214-6</a> Explanation to Prospective Bidders.	<a href="#">14.201-6(c)(2)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
<a href="#">52.214-7</a> Late Submissions, Modifications, and Withdrawals of Bids.	<a href="#">14.201-6(c)(3)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
<a href="#">52.214-10</a> Contract Award—Sealed Bidding.	<a href="#">14.201-6(e)</a>	P	Yes	L	A				A					A	A	A			A	A		A	
<a href="#">52.214-12</a> Preparation of Bids.	<a href="#">14.201-6(f)</a>	P	Yes	L	A				A					A	A	A			A	A		A	
<a href="#">52.214-13</a> Telegraphic Bids.	<a href="#">14.201-6(g)(1)</a>	P	Yes	L	A				A		A			A	A	A			A	A		A	
Alternate I	<a href="#">14.201-6(g)(2)</a>	P	Yes	L	A																	A	
<a href="#">52.214-14</a> Place of Performance— Sealed Bidding.	<a href="#">14.201-6(h)</a>	P	No	K	A				A					A	A	A			A	A		A	
<a href="#">52.214-15</a> Period for Acceptance of Bids.	<a href="#">14.201-6(i)</a>	P	Yes	L	A				A					A	A	A			A	A		A	
<a href="#">52.214-16</a> Minimum Bid Acceptance Period.	<a href="#">14.201-6(j)</a>	P	No	K	A				A					A	A	A			A	A		A	
<a href="#">52.214-18</a> Preparation of Bids— Construction.	<a href="#">14.201-6(l)</a>	P	Yes								A												
<a href="#">52.214-19</a> Contract Award—Sealed Bidding—Construction.	<a href="#">14.201-6(m)</a>	P	Yes								A					A							
<a href="#">52.214-20</a> Bid Samples.	<a href="#">14.201-6(o)(1)</a>	P	Yes	L	A				A					A					A				
Alternate I	<a href="#">14.201-6(o)(2)(i)</a>	P	Yes	L	A				A					A					A				
Alternate II	<a href="#">14.201-6(o)(2)(ii)</a>	P	Yes	L	A				A					A					A				

PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																					
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.217-3</a> Evaluation Exclusive of Options.	<a href="#">17.208(a)</a>	P	Yes	M	A	A			A	A			A	A					A	A			O
<a href="#">52.217-4</a> Evaluation of Options Exercised at Time of Contract Award.	<a href="#">17.208(b)</a>	P	Yes	M	A	A			A	A			A	A					A	A			O
<a href="#">52.217-5</a> Evaluation of Options.	<a href="#">17.208(c)</a>	P	Yes	M	A	A			A	A			A	A					A	A			O
<a href="#">52.217-6</a> Option for Increased Quantity.	<a href="#">17.208(d)</a>	C	Yes	I	A				A					A					A	A			O
<a href="#">52.217-7</a> Option for Increased Quantity—Separately Priced Line Item.	<a href="#">17.208(e)</a>	C	Yes	I	A	A								A	A				A				O
<a href="#">52.217-8</a> Option to Extend Services.	<a href="#">17.208(f)</a>	C	Yes	I					A	A				A					A	A			O
<a href="#">52.217-9</a> Option to Extend the Term of the Contract.	<a href="#">17.208(g)</a>	C	No	I					A	A				A					A	A			O
<a href="#">52.219-1</a> Small Business Program Representations.	<a href="#">19.309(a)(1)</a>	P	No	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	<a href="#">19.309(a)(2)</a>	P	No	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.219-2</a> Equal Low Bids.	<a href="#">19.309(b)</a>	P	No	K	A				A		A			A	A	A			A	A		A	
<a href="#">52.219-3</a> Notice of HUBZone Set-Aside or Sole Source Award.	<a href="#">19.1309(a)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	<a href="#">19.1309(a)(1)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.219-4</a> Notice of Price Evaluation Preference for HUBZone Small Business Concerns.	<a href="#">19.1309(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A			A	A	A	A	A	A
Alternate I	<a href="#">19.1309(b)(1)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.219-6</a> Notice of Total Small Business Set-Aside.	<a href="#">19.508(c)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Alternate I	<a href="#">19.508(c)</a>	C	Yes	I	A								A									A	
Alternate II	<a href="#">19.508(c)</a>	C	Yes	I	A								A									A	
<a href="#">52.219-7</a> Notice of Partial Small Business Set-Aside.	<a href="#">19.508(d)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	
Alternate I	<a href="#">19.508(d)</a>	C	Yes	I	A								A										
Alternate II	<a href="#">19.508(d)</a>	C	Yes	I	A								A										
<a href="#">52.219-8</a> Utilization of Small Business Concerns.	<a href="#">19.708(a)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	
<a href="#">52.219-9</a> Small Business Subcontracting Plan.	<a href="#">19.708(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
Alternate I	<a href="#">19.708(b)(1)</a>	C	Yes	I	A		A		A		A			A		A			A	A		A	
Alternate II	<a href="#">19.708(b)(1)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
Alternate III	<a href="#">19.708(b)(1)(iii)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
<a href="#">52.219-10</a> Incentive Subcontracting Program.	<a href="#">19.708(c)(1)</a>	C	Yes	I	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O		O	



PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																						
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI	
<a href="#">52.222-44</a> Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment.	<a href="#">22.1006(c)(2)</a>	C	Yes	I					A					A		A	A	A			A	A		
<a href="#">52.222-46</a> Evaluation of Compensation for Professional Employees.	<a href="#">22.1103</a>	P	Yes	L					A	A														
<a href="#">52.222-48</a> Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.	<a href="#">22.1006(e)(1)</a>	C	Yes	I					A	A				A								A		
<a href="#">52.222-49</a> Service Contract Labor Standards—Place of Performance Unknown.	<a href="#">22.1006(f)</a>	C	Yes	I					A	A				A		A	A					A	A	
<a href="#">52.222-50</a> Combating Trafficking in Persons.	<a href="#">22.1705(a)(1)</a>	C	Yes	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
Alternate I	<a href="#">22.1705(a)(2)</a>	C	No	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
<a href="#">52.222-51</a> Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.	<a href="#">22.1006(e)(2)</a>	C	Yes	I					A	A				A								A		
<a href="#">52.222-52</a> Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.	<a href="#">22.1006(e)(3)</a>	P	Yes	I					A	A				A								A		
<a href="#">52.222-53</a> Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements.	<a href="#">22.1006(e)(4)</a>	C	Yes	I					A	A				A								A		
<a href="#">52.222-54</a> Employment Eligibility Verification.	<a href="#">22.1803</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A	
<a href="#">52.222-55</a> Minimum Wages Under Executive Order 13658.	<a href="#">22.1906</a>	C	Yes	I					A	A	A	A	A	A		A	A				A	A	A	
<a href="#">52.222-56</a> Certification Regarding Trafficking in Persons Compliance Plan.	<a href="#">22.1705(b)</a>	P	Yes	L	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
<a href="#">52.223-1</a> Biobased Product Certification.	<a href="#">23.406(a)</a>	P	Yes	K	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A	A	A	A	A
<a href="#">52.223-2</a> Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	<a href="#">23.406(b)</a>	C	Yes	I					A	A	A	A	A	A		A	A		A	A	A	A		A
<a href="#">52.223-3</a> Hazardous Material Identification and Material Safety Data.	<a href="#">23.303</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Alternate I	<a href="#">23.303(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	

PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																					
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.223-4</a> Recovered Material Certification.	<a href="#">23.406(c)</a>	P	Yes	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
<a href="#">52.223-5</a> Pollution Prevention and Right-to-Know Information.	<a href="#">23.1005</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Alternate I	<a href="#">23.1005(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Alternate II	<a href="#">23.1005(c)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	a	A	A	A	A	A	A	A	
<a href="#">52.223-6</a> Drug-Free Workplace.	<a href="#">23.505</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
<a href="#">52.223-7</a> Notice of Radioactive Materials.	<a href="#">23.602</a>	C	No	I	A	A	A	A	A	A	A	A			A		A	A		A			
<a href="#">52.223-9</a> Estimate of Percentage of Recovered Material Content for EPA-Designated Products.	<a href="#">23.406(d)</a>	C	No	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
Alternate I	<a href="#">23.406(d)</a>	C	No	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	A
<a href="#">52.223-10</a> Waste Reduction Program.	<a href="#">23.705(a)</a>	C	Yes	I					A	A					A			A					
<a href="#">52.223-11</a> Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	<a href="#">23.804(a)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.223-12</a> Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	<a href="#">23.804(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.223-13</a> Acquisition of EPEAT®-Registered Imaging Equipment.	<a href="#">23.705(c)(1)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
Alternate I	<a href="#">23.705(c)(2)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
<a href="#">52.223-14</a> Acquisition of EPEAT®-Registered Televisions.	<a href="#">23.705(d)(1)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
Alternate I	<a href="#">23.705(d)(2)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
<a href="#">52.223-15</a> Energy Efficiency in Energy-Consuming Products.	<a href="#">23.206</a>	C	Yes	I	A	A	A	A	A	A	A	A	A		A	A			A	A	A	A	A
<a href="#">52.223-16</a> Acquisition of EPEAT®-Registered Personal Computer Products.	<a href="#">23.705(b)(1)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
Alternate I	<a href="#">23.705(b)(2)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
<a href="#">52.223-17</a> Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	<a href="#">23.406(e)</a>	C	Yes	I					A	A	A	A	A		A	A	A	A	A	A			
<a href="#">52.223-18</a> Encouraging Contractor Policies to Ban Text Messaging While Driving	<a href="#">23.1105</a>	C	Yes	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
<a href="#">52.223-19</a> Compliance with Environmental Management Systems.	<a href="#">23.903</a>	C	Yes	I			A	A	A	A	A	A	A	A	A				A	A	A	A	
<a href="#">52.223-20</a> Aerosols.	<a href="#">23.804</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.223-21</a> Foams.	<a href="#">23.804</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.224-1</a> Privacy Act Notification.	<a href="#">24.104(a)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		



PROVISION OR CLAUSE	PRESCRIBED IN	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																					
		P OR C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.224-2</a> Privacy Act.	<a href="#">24.104(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		
<a href="#">52.225-1</a> Buy American—Supplies.	<a href="#">25.1101(a)(1)</a>	C	Yes	I	A	A	A	A	A	A			A	A	A				A		A		A
<a href="#">52.225-2</a> Buy American Certificate.	<a href="#">25.1101(a)(2)</a>	P	No	K	A	A	A	A	A	A			A	A	A				A		A		
<a href="#">52.225-3</a> Buy American—Free Trade Agreements-Israeli Trade Act.	<a href="#">25.1101(b)(1)(i)</a>	C	Yes	I	A	A							A	A					A		A		A
Alternate I	<a href="#">25.1101(b)(1)(ii)</a>	C	Yes	I	A	A							A	A					A		A		A
Alternate II	<a href="#">25.1101(b)(1)(iii)</a>	C	Yes	I	A	A							A	A					A		A		A
Alternate III	<a href="#">25.1101(b)(1)(iv)</a>	C	Yes	I	A	A							A	A					A		A		A
<a href="#">52.225-4</a> Buy American—Free Trade Agreements-Israeli Trade Act Certificate.	<a href="#">25.1101(b)(2)(i)</a>	P	No	K	A	A							A	A					A		A		
Alternate I	<a href="#">25.1101(b)(2)(ii)</a>	P	No	K	A	A							A	A					A		A		
Alternate II	<a href="#">25.1101(b)(2)(iii)</a>	P	No	K	A	A							A	A					A		A		
Alternate III	<a href="#">25.1101(b)(2)(iv)</a>	P	No	K	A	A							A	A					A		A		
<a href="#">52.225-5</a> Trade Agreements.	<a href="#">25.1101(c)(1)</a>	C	Yes	I	A	A													A		A		A
<a href="#">52.225-6</a> Trade Agreements Certificate.	<a href="#">25.1101(c)(2)</a>	P	No	K	A	A													A		A		
<a href="#">52.225-7</a> Waiver of Buy American Statute for Civil Aircraft and Related Articles.	<a href="#">25.1101(d)</a>	P	Yes	L	A	A	A	A											A		A		A
<a href="#">52.225-8</a> Duty-Free Entry.	<a href="#">25.1101(e)</a>	C	Yes	I	A	A	A	A					A	A	A				A		A		A
<a href="#">52.225-9</a> Buy American—Construction Materials.	<a href="#">25.1102(a)</a>	C	No										A	A									
<a href="#">52.225-10</a> Notice of Buy American Requirement—Construction Materials.	<a href="#">25.1102(b)(1)</a>	P	No										A	A									
Alternate I	<a href="#">25.1102(b)(2)</a>	P	No										A	A									
<a href="#">52.225-11</a> Buy American—Construction Materials under Trade Agreements.	<a href="#">25.1102(c)</a>	C	No										A	A									
Alternate I	<a href="#">25.1102(c)(3)</a>	C	No										A	A									
<a href="#">52.225-12</a> Notice of Buy American Requirement—Construction Materials Under Trade Agreements.	<a href="#">25.1102(d)(1)</a>	P	No										A	A									
Alternate I	<a href="#">25.1102(d)(2)</a>	P	No										A	A									
Alternate II	<a href="#">25.1102(d)(3)</a>	P	No										A	A									
<a href="#">52.225-13</a> Restrictions on Certain Foreign Purchases.	<a href="#">25.1103(a)</a>	C	Yes	I	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
<a href="#">52.225-14</a> Inconsistency Between English Version and Translation of Contract.	<a href="#">25.1103(b)</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.225-17</a> Evaluation of Foreign Currency Offers.	<a href="#">25.1103(c)</a>	P	Yes	M	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

PROVISION OR CLAUSE	PRESCRIBED IN	P OR C	IBR	UCF	PRINCIPLE TYPE AND/OR PURPOSE OF CONTRACT																		
					FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	COM SVC	DDR	A&E	FAC	IND DEL	TRN	SAP	UTL SVC	CI
<a href="#">52.225-18</a> Place of Manufacture.	<a href="#">25.1101(f)</a>	P	No	K	R	R							A					A		A		A	
<a href="#">52.225-19</a> Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	<a href="#">25.301-4</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.225-20</a> Prohibition on Conducting Restricted Business Operations in Sudan—Certification.	<a href="#">25.1103(d)</a>	P	No	K	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
<a href="#">52.225-21</a> Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute—Construction Materials.	<a href="#">25.1102(e)(1)</a>	C	No									A	A										
<a href="#">52.225-22</a> Notice of Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute—Construction Materials.	<a href="#">25.1102(e)(1)</a>	P	No									A	A										
Alternate I	<a href="#">25.1102(e)(1)</a>	P	No									A	A										
<a href="#">52.225-23</a> Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute—Construction Materials under Trade Agreements.	<a href="#">25.1102(e)(1)</a>	C	No									A	A										
Alternate I	<a href="#">25.1102(e)(1)</a>	C	No									A	A										
<a href="#">52.225-24</a> Notice of Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute—Construction Materials Under Trade Agreements.	<a href="#">25.1102(e)(1)</a>	P	No									A	A										
Alternate I	<a href="#">25.1102(e)(1)</a>	P	No									A	A										
Alternate II	<a href="#">25.1102(e)(1)</a>	P	No									A	A										
<a href="#">52.225-25</a> Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	<a href="#">25.1103</a>	P	Yes	K	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
<a href="#">52.225-26</a> Contractors Performing Private Security Functions Outside the United States.	<a href="#">25.302-6</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	O	A	A	A	A	A	A	A	A	A
<a href="#">52.226-1</a> Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	<a href="#">26.104</a>	C	Yes	I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	