

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.				1. REQUISITION NUMBER		PAGE 1 OF 18	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA461326Q0021	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Katie Nieft		b. TELEPHONE NUMBER (no collect calls) 481-3321	
8. OFFER DUE DATE/ LOCAL TIME 11 Sep 2026 02:00 PM		9. ISSUED BY FA4613 90 CONS PK CP 307 773 3888, 7505 BARNES LOOP BLDG 208 FE WARREN AFB, WY 82005-2860 UNITED STATES Katie Nieft, Email: katie.nieft@us.af.mil Telephone: 481-3321 CHAD EVANS, Email: chad.evans.19@us.af.mil Telephone: 3077736648		CODE: FA4613		10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:	
		☒ SMALL BUSINESS		☐ WOMEN-OWNED SMALL BUSINESS (WOSB)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561621	
		☐ HUBZONE SMALL BUSINESS		☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)		SIZE STANDARD: USD 25,000,000.00	
		☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		☐ 8(A)			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM-DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO See Schedule		CODE:		16. ADMINISTERED BY		CODE:	
17a. CONTRACTOR/ OFFERER		CODE		FACILITY CODE:		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NUMBER						CODE:	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		See Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data				26. TOTAL AWARD AMOUNT (For Government Use Only)			
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				☒ ARE ☐ ARE NOT ATTACHED			
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				☐ ARE ☐ ARE NOT ATTACHED			
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				☐ 29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Solicitation/Contract Form

PKB SAPR Security Refresh (Commodity)

The 90th Force Support Squadron (90 FSS) Sexual Assault and Prevention Office (SAPR) at Francis E. Warren AFB requires the purchase of multiple items related to a security refresh.

Product Service Code: 6350

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Security System Including: 4 Cameras, 15 Monitors, 2 Door Sensors Product Service Code: 6350 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Installation Product Service Code: 6350 Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1001	Option Year 1: System Servicing - Troubleshooting Incident (1 Business Day Response) Product Service Code: 6350 Pricing Arrangement: Cost No Fee	20	Job	Not to Exceed	
Option Line Item 2001	Option Year 2: System Servicing - Troubleshooting Incident (1 Business Day Response) Product Service Code: 6350 Pricing Arrangement: Cost No Fee	20	Job	Not to Exceed	
Option Line Item 3001	Option Year 3: System Servicing - Troubleshooting Incident (1 Business Day Response) Product Service Code: 6350 Pricing Arrangement: Cost No Fee	20	Job	Not to Exceed	
Option Line Item 4001	Option Year 4: System Servicing - Troubleshooting Incident (1 Business Day Response) Product Service Code: 6350 Pricing Arrangement: Cost No Fee	20	Job	Not to Exceed	

Description/Specifications/Statement of Work

Requirements

The 90th Force Support Squadron (90 FSS) Sexual Assault and Prevention Office (SAPR) at Francis E. Warren AFB requires the purchase of multiple items related to a security refresh.

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil
Option Line Item 3001	Inspection and Acceptance Location

	Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to date of latest delivery 90 Calendar Days Date of Award	1 Lot	Ship To DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to completion of performance 90 Calendar Days Date of All Product Received	1 Each	Place of Performance DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination
Option Line Item 1001	Delivery Schedule From date of lead time event to completion of performance 365 Calendar Days CLIN Only - Date of Option Exercised	20 Job	Place of Performance DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination
Option Line Item 2001	Delivery Schedule From date of lead time event to completion of performance 365 Calendar Days CLIN Only - Date of Option Exercised	20 Job	Place of Performance DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination
Option Line Item 3001	Delivery Schedule From date of lead time event to completion of performance 365 Calendar Year CLIN Only - Date of Option Exercised	20 Job	Place of Performance DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination
Option Line Item 4001	Delivery Schedule From date of lead time event to completion of performance 365 Calendar Days CLIN Only - Date of Option Exercised	20 Job	Place of Performance DoDAAC: F1Y3GB CountryCode: USA F1Y3GB 90 FSS FSR AF BPN NO MLSBLLS PROC CP3077737297, 7103 RANDALL AVE BLDG 216 FE WARREN AFB, WY 82005-2981 UNITED STATES Jordan Bailey Email: jordan.bailey.12@us.af.mil	FoB Details Contractor Destination

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Contract Administration Data

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Oct 2025		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		

FAR Clauses Incorporated by Full Text

52.222-50	Combating Trafficking in Persons.	(Oct 2025)
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As prescribed in , insert the following clause:

Combating Trafficking in Persons (Oct 2025)

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

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

Coercion means- - *(1)* Threats of serious harm to or physical restraint against any person;

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

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

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

Commercially available off-the-shelf (COTS) item — - *(1)* Means any item of supply (including construction material) that is—

- *(i)* A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

- *(ii)*Sold in substantial quantities in the commercial marketplace; and

- *(iii)*Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- *(2)*Does not include bulk cargo, as defined in 46 U.S.C. 40102(4)&num=0&edition=prelim), such as agricultural products and petroleum products.

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

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

Forced Labor means knowingly providing or obtaining the labor or services of a person- - *(1)* By threats of serious harm to, or physical restraint against, that person or another person;

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

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

Involuntary servitude includes a condition of servitude induced by means of- - *(1)* Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

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

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

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

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

- *(ii)* Advertising

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

- *(iv)* Processing applications and petitions;

- *(v)* Acquiring visas, including any associated fees;

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

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

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

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

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

- *(xi)* Transportation and subsistence costs-

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

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

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

- *(xiii)* Equipment charges.

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

- *(i)* Paid in property or money;

- *(ii)* Deducted from wages;
- *(iii)* Paid back in wage or benefit concessions;
- *(iv)* Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- *(v)* Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
- *(A)* Agents;
- *(B)* Labor brokers;
- *(C)* Recruiters;
- *(D)* Staffing firms (including private employment and placement firms);
- *(E)* Subsidiaries/affiliates of the employer;
- *(F)* Any agent or employee of such entities; and
- *(G)* Subcontractors at all tiers.

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

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

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

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

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

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

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

- *(1)* Engage in severe forms of trafficking in persons during the period of performance of the contract;
- *(2)* Procure commercial sex acts during the period of performance of the contract;
- *(3)* Use forced labor in the performance of the contract;
- *(4)* Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- *(5)*
- *(i)* Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- *(ii)* Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- *(6)* Charge employees or potential employees recruitment fees;
- *(7)*

- *(i)* Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- *(A)* For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- *(B)* For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
- *(ii)* The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
- *(A)* Legally permitted to remain in the country of employment and who chooses to do so; or
- *(B)* Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- *(iii)* The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- *(8)* Provide or arrange housing that fails to meet the host country housing and safety standards; or
- *(9)* If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- *(c)* *Contractor requirements*. The Contractor shall-
- *(1)* Notify its employees and agents of-
- *(i)* The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- *(ii)* The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- *(2)* Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- *(d)* Notification.
- *(1)* The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
- *(i)* Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- *(ii)* Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- *(2)* If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- *(e)* Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-
- *(1)* Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- *(2)* Requiring the Contractor to terminate a subcontract;
- *(3)* Suspension of contract payments until the Contractor has taken appropriate remedial action;

- *(4)* Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- *(5)* Declining to exercise available options under the contract;
- *(6)* Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- *(7)* Suspension or debarment.
- *(f)* *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
 - *(1)* *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - *(2)* *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
 - *(g)* *Full cooperation*.
- *(1)* The Contractor shall, at a minimum-
- *(i)* Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- *(ii)* Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- *(iii)* Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- *(iv)* Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- *(2)* The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
- *(i)* Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- *(ii)* Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- *(iii)* Restrict the Contractor from-
- *(A)* Conducting an internal investigation; or
- *(B)* Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- *(h)* *Compliance plan*.
- *(1)* This paragraph (h) applies to any portion of the contract that-
- *(i)* Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- *(ii)* Has an estimated value that exceeds \$700,000.
- *(2)* The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- *(i)* To the size and complexity of the contract; and
- *(ii)* To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- *(3)* *Minimum requirements*. The compliance plan must include, at a minimum, the following:

- *(i)* An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- *(ii)* A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- *(iii)* A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
- *(iv)* A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- *(v)* Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- *(4)* Posting.
 - *(i)* The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - *(ii)* The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- *(5)* Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
 - *(i)* It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
 - *(ii)* After having conducted due diligence, either-
 - *(A)* To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
 - *(B)* If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- *(i)* Subcontracts.
 - *(1)* The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
 - *(i)* Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - *(ii)* Has an estimated value that exceeds \$700,000.
 - *(2)* If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Supplemental Provisions and Clauses	Supplemental Provisions and Clauses		31 Aug 2026	

Representations, Certification, & Other Statements

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		

DFARS Clauses Incorporated by Full Text

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation.	(May 2021)
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As prescribed in 204.2105 (b), use the following provision:

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		

Evaluation Factors for Award