SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HC102826R0039	23-Jun-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ALEXIS N. CORLEY	667-890-0577	11:00 AM 29 Jun 2026

9. ISSUED BY CODE HC1028

DISA/DITCO-SCOTT-PS83
2300 EAST DRIVE, BUILDING 3600
SCOTT AFB IL 62225-5406

TEL:
FAX:

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)

NAICS: 513210

SIZE STANDARD: $47,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE N65886

FLEET READINESS CENTER SOUTHEAST (FRCSE)
101 WASP ST. NAVAL AIR STATION
JACKSONVILLE FL 32212
WILLIAM STANDLEY
TEL: 904-790-4816 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY 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 NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL:
EMAIL:

31c. DATE SIGNED

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		

Vericut Software
FFP
Vericut software maintenance support renewal & additional software and maintenance. The period of performance is August 01, 2026 through April 30, 2027. Please see Attachment 1 - Product List Line items 0001 - 0008 for detailed part numbers, descriptions, and quantities.
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination
BRAND NAME/SOLE SOURCE: SS
MFR PART NR: SEE ATTACHMENT 1 - PRODUCT LIST
PSC CD: 7A21

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		

Vericut Software
FFP
Vericut software maintenance support renewal. The period of performance is August 14, 2026 through April 30, 2027. Please see Attachment 1 - Product List Line items 0009 - 0014 for detailed part numbers, descriptions, and quantities.
FOB: Destination
BRAND NAME/SOLE SOURCE: SS
MFR PART NR: SEE ATTACHMENT 1 - PRODUCT LIST
PSC CD: 7A21

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	FLEET READINESS CENTER SOUTHEAST (FRCSE) 101 WASP ST. NAVAL AIR STATION JACKSONVILLE FL 32212	Government	FLEET READINESS CENTER SOUTHEAST (FRCSE) 101 WASP ST. NAVAL AIR STATION JACKSONVILLE FL 32212	Government
0002	FLEET READINESS CENTER SOUTHEAST (FRCSE) 101 WASP ST. NAVAL AIR STATION JACKSONVILLE FL 32212	Government	FLEET READINESS CENTER SOUTHEAST (FRCSE) 101 WASP ST. NAVAL AIR STATION JACKSONVILLE FL 32212	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	01-AUG-2026	1	FLEET READINESS CENTER SOUTHEAST (FRCSE) 101 WASP ST. NAVAL AIR STATION JACKSONVILLE FL 32212 WILLIAM STANDLEY 904-790-4816 FOB: Destination	N65886
0002	14-AUG-2026	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management-Registration	FEB 2026
52.204-13	System for Award Management-Maintenance	FEB 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	FEB 2026
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	FEB 2026

52.212-4	Terms and Conditions--Commercial Products and Commercial Services	FEB 2026
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2026
52.222-36	Equal Opportunity for Workers with Disabilities	FEB 2026
52.222-50	Combating Trafficking in Persons	FEB 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23	Sustainable Products.	FEB 2026
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving	MAY 2024
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	FEB 2026
52.233-3	Protest After Award	FEB 2026
52.233-4	Applicable Law for Breach of Contract Claim	FEB 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	FEB 2026
52.240-91	Security Prohibitions and Exclusions	FEB 2026
52.243-1	Changes--Fixed Price	FEB 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	APR 2026
52.247-34	F.O.B. Destination	JAN 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	FEB 2026
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
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7000	Buy American--Balance Of Payments Program Certificate	FEB 2024
252.225-7001	Buy American and Balance of Payments Program	FEB 2024
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry	AUG 2025
252.225-7048	Export-Controlled Items	JUN 2013

252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation	JUN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation. (Deviation 2021-O0003)	APR 2021
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7999	Subcontracts for Commercial Products or Commercial Services.	FEB 2026
252.247-7023	Transportation of Supplies by Sea	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (FEB 2026)

(a) Definitions. As used in this clause—

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).

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A

FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026)

(a) The Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that–

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

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

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

Evaluation factors. 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 will be used to evaluate offers:

(a) This is a sole source negotiated procurement. The offer will be reviewed to determine whether it is technically acceptable and price reasonable.

1. Technical Factor: The subfactors will be rated in accordance with (IAW) the evaluation table below. All items must be rated acceptable:

a) Quotation must be from the Original Equipment Manufacturer or the authorized reseller of the OEM quoted.
b) The contractor must provide complete pricing on the solicitation and Attachment 1 – Product List, and complete FAR and DFAR representations in response to this RFQ.
c) The solicitation response must satisfy the Government's entire requirement.
d) The contractor must have a valid System for Award Management registration.

Evaluation Table - Technical Ratings	
Rating	**Description**
Acceptable	Quotation meets the minimum requirements of the solicitation.
Unacceptable	Quotation does not meet the minimum requirements of the solicitation.

Notice of award. A written notice of award or acceptance of an offer 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2026)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

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

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

Small disadvantaged business concern means a small business concern that-

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

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

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

United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 513210.

(2) The small business size standard is $47 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that—

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

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

(2) [Complete (3) and (4) only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

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

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it ___ is, ___ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code 513210 assigned to contract number To Be Determined (TBD).

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

https://www.acquisition.gov/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2026)
Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:
(e)(1) If the provision at FAR 52.204-7, System for Award Management –Registration, is included in this solicitation, paragraph (g) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management –Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
__x__ (i) Paragraph (g) applies.
____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
____ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
____ (iii) 252.225-7020, Trade Agreements Certificate.
____ Use with Alternate I.
____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
____ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
____ Use with Alternate I.
____ Use with Alternate II.
____ Use with Alternate III.
____ Use with Alternate IV.
____ Use with Alternate V.
____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments—Representation.
(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.
(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the

enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
NOT APPLICABLE, THIS REQUIREMENT IS FOR SOFTWARE	

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
NOT APPLICABLE, THIS REQUIREMENT IS FOR SOFTWARE	

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

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

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

N/A

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0810
Issue By DoDAAC	HC1028
Admin DoDAAC**	HC1028

Inspect By DoDAAC	N/A
Ship To Code	N65886
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N65886
Service Acceptor (DoDAAC)	N65886
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact. **TO BE COMPLETED UPON AWARD**

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

Name:
Office Code:
Email:
Phone Number:
Acceptor DODAAC: N65886

Name:
Office Code:
Email:
Phone Number:
Acceptor DODAAC: N65886

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

(End of clause)

G1 POINTS OF CONTACT (FEB 2025)

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC). Should a change in POC be required, the Contractor shall initiate this request through notification to the Contracting Officer.

Contracting Officer
Name: Joshua T. Schaufelberger
Organization/Office Symbol: DISA/DITCO/PS8321
Phone No.: (667) 890-8672
E-Mail Address: joshua.t.schaufelberger.civ@mail.mil

Contract Specialist
Name: Alexis N. Corley
Organization/Office Symbol: DISA/DITCO/PS8321
Phone No.: (667) 890-0577
E-Mail Address: alexis.n.corley.civ@mail.mil

COR/Mission Partner Point of Contact (**Note**: To be filled in upon contract award)
Name:
Organization/Office Symbol:
Phone No.:
E-Mail Address:

Contractor Point of Contact
Contractor Legal Business Name:
UEI:
CAGE CODE:
Contractor POC:
E-Mail Address:
Phone Number:

(End of Text)

G2 LINE ITEM AND CONTRACT/ORDER CLOSEOUT (OCT 2021)

Dormant and/or excess funds consist of funds that are primarily in "expired" or "cancelled" status. Expired funds are no longer available for new obligations, but are available for upward adjustments and payments on prior obligations to include payments on contractor invoices. Cancelled funds are no longer available for upward adjustments to obligations or to pay contractor invoices.

Timely contract closeout of the entire contract/order and of completed individual contract line item number(s) (CLIN) and/or sub line item number(s) (SLIN) is a priority under this contract/order. As such, the Contractor shall submit a final invoice no later than ninety (90) calendar days after the expiration of this contract/order and/or at the expiration of any individual CLIN(s)/SLIN(s) that expire before the final expiration of the contract/order (i.e., end item(s) was scheduled to be delivered or the period of performance (base or option year) was completed), unless the Contractor requests and is granted a written extension by the Contracting Officer. In addition, and concurrent with the submission of the final invoice for a specific CLIN/SLIN or for the contract/order in its entirety, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from the CLIN/SLIN or contract/order so the deobligation of any excess funds can be completed as soon as possible.

After ninety (90) days from expiration of a CLIN/SLIN, end item delivery, or contract/order in its entirety, unless an extension had been requested and granted by the Contracting Officer in writing, a bilateral contract/order modification to deobligate excess funds and/or closeout the contract/order in its entirety will be forwarded to the Contractor by the Contracting Officer. The modification must be signed and returned to the Contracting Officer within thirty (30) calendar days of receipt . A Contractor's failure to respond and/or sign the bilateral modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the

modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and/or closeout the contract/order.

For cost reimbursement CLINs/SLINs, contracting officers will use FAR 42.708, Quick-closeout procedures to the maximum extent possible after the contract/order is physically complete. Should the contract/order require audit/review (e.g., audits conducted by the Defense Contract Audit Agency), excess funds/balances from CLIN(s)/SLIN(s) that are not required to satisfy potential adjustments as a result of the review/audit will be removed from the CLIN(s)/SLIN(s) through a bilateral modification. The modification will be forwarded by the Contracting Officer and must be signed by the Contractor and returned within thirty (30) calendar days of receipt. A Contractor's failure to respond within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to remove the excess funds/balances on the associated CLINs/SLINs. If the Contractor disagrees with amount for deobligation they will notify the Contracting Officer promptly with the proposed amount and rationale for deobligation.

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC) identified in G1 of this contract/order. Should a change in POC be required, the Contractor shall immediately notify the Contracting Officer.

(End of Text)

G4 SUBMITTING CREDITS TO DISA – WAWF CONTRACTS (DEC 2023)

If the contractor owes DISA money, the following methods shall be used to process the credit. These are the only methods approved for processing credits; checks will not be accepted.

1. Include Credit in Current Invoice in Wide Area Work Flow (WAWF). The contractor may only use this method if the total invoice amount (current charges minus credit amount) is greater than $0.

2. Submit a Stand-alone Credit Invoice in WAWF. The contractor may only use this method if a future WAWF invoice(s) will be submitted, and the total of the future invoice(s) exceeds the credit amount. DISA will offset the payment of the future invoice(s) by the credit amount.

3. Zero Dollar Invoice in WAWF. The contractor may only use this method to move a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN. The $0 invoice in WAWF shall include a credit to the incorrect CLIN/ACRN and a positive amount to the correct CLIN/ACRN. An alternative method to moving a previously paid amount on a CLIN/ACRN to a different CLIN/ACRN is to submit two invoices: one credit invoice for the incorrect CLIN/ACRN and one invoice for the correct CLIN/ACRN.

4. Pay.gov. The contractor may only use this method if none of the above credit methods are feasible. To submit a credit via Pay.gov, the contractor shall complete the form at https://www.pay.gov/public/form/start/999077677.

When submitting a credit line on an invoice in WAWF, the contractor shall ensure the 4-digit CLIN is listed in the Item Number field and the ACRN is listed in the ACRN field. Invoices referencing an infoSLIN or invoices missing an ACRN for every CLIN will be rejected.

(End of text)

H12 DISA'S CONTRACT TAKES PRECEDENCE OVER VENDOR'S STANDARD COMMERCIAL TERMS AND CONDITIONS (APR 2025)

This contract shall not include any terms inconsistent with Federal law. Accordingly, if this contract incorporates, references, or uses a vendor's commercial terms and conditions including those for a license, lease, or purchase agreement (collectively, a "standard commercial agreement"), then the terms of this contract take precedence over the vendor's terms and conditions.
(1) Applicability. This contract is between a commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument.
(2) End user. This contract shall bind the Government as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
(3) Law and disputes. This contract is governed by Federal law.
(i) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
(4) Continued performance. The vendor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of this contract, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.
(5) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this contract a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
(6) Updating terms.
(i) After award, the contractor may unilaterally revise commercial supplier agreement terms provided the change is not material. A material change is defined as:
(A) Terms that significantly change Government rights or obligations;
(B) Terms that increase Government prices;
(C) Terms that decrease overall level of service; or
(D) Terms that limit any other Government right addressed elsewhere in this contract.
(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
(iii) Any license agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
(7) No automatic renewals. The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), and such license or service shall not renew automatically upon expiration of its current term. Furthermore, the Government does not agree to any provision that limits the Government's unilateral right under the FAR to exercise or not exercise an option at its sole discretion, such as conditioning the exercise of an option on the Government's "best efforts" to obtain funding or requiring the exercise of an option absent termination for cause, for convenience, or for lack of appropriation.
(8) Indemnification. Any term or condition requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action in accordance with 28 U.S.C. § 516.
(9) Patent indemnity. The Government does not agree to any term or condition which gives the contractor control over any claims or disputes involving patent or other intellectual property infringement because only the Department of Justice is authorized to represent the U.S. Government pursuant to 28 U.S.C. § 516. However, the contractor may be permitted to participate in the defense and settlement of any such claims or disputes unless prohibited by law.

(10) Audits. Any term or condition permitting the commercial supplier or licensor to audit the end user's compliance with this contract is hereby amended as follows:
(i) With respect to any audit regarding use of software or licenses therefor, a contractor may request that the Government conduct a self-audit and provide the contractor with the results, but for security purposes the contractor may not access the Government's systems.
(ii) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
(iii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
(iv) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
(11) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
(12) Non-assignment. This contract may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.
(13) Confidential information. If any term or condition includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
(End of Text)

SECTION 508 STANDARDS

ICT Accessibility Requirements Statement per Section 508 of the Rehabilitation Act

Vericut Software

E201 Application

E201.1 Scope. ICT that is procured, developed, maintained, or used by agencies shall conform to the Revised 508 Standards.

E208 Support Documentation and Services

E208.1 General. Where an agency provides support documentation or services for ICT, such documentation and services shall conform to the requirements in Chapter 6.

E302 Functional Performance Criteria

302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.
Note: Must Check Response Below.
____ Offeror takes no exceptions to the 508 requirements of this procurement.
(End of Text)