SOLICITATION/CONTRACT

BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, and 27

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: **DO: A1**

PAGE OF

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE	6. SOLICITATION ISSUE DATE
		FA8118-26-R-0037	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	

7. ISSUED BY CODE **FA8118**

DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303
BUYER: Dessie Breslin/AFSC/PZABB
dessie.breslin@us.af.mil
Phone: (405) 795- 1163 Fax: (000

NO COLLECT CALLS

8. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: **100** % FOR:

☒ SMALL BUSINESS
☐ HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8(A)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

NORTH AMERICAN INDUSTRY CLASSIFICATI SYSTEM (NAICS): **336413**

SIZE STANDARD: **1,250**

9. *(Agency Use)*

LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL **3-AUG-2026 1:00PM**

10. ITEMS TO BE PURCHASED *(Brief Description)*

☒ SUPPLIES ☐ SERVICES **Other Aircraft Part and Auxiliary Equipment Manufacturing**

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____

CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY CODE

SCD:B

13. CONTRACTOR OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER UNIQUE ENTITY IDENTIFIER

☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

14. PAYMENT WILL BE MADE BY CODE

(SEE ESP CLAUSE 252.232-7003.)

SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: **14** **EFT:T**

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 253 ( )

17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	THIS IS A TOTAL SMALL BUSINESS SET-ASIDE. **Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.** **5-Year Firm Fixed Price IDIQ - (Period of Performance TBD)** **SEE LINE ITEM SCHEDULE**			**Total**	

23. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

24. TOTAL AWARD AMOUNT *(For Government Use Only)*

$

25. 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 CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION ☐ NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR

28. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

NAME AND TITLE OF SIGNER *(Type or Print)* DATE SIGNED

NAME OF CONTRACTING OFFICER DATE SIGNED

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM *(Include ZIP Code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:

ATTN: Dessie Breslin/AFSC/PZABB
DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303

SOLICITATION NUMBER **FA811826R0037**

DATE AND LOCAL TIME 3 AUG 2026 1:00 PM

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

In accordance with the attached CAV AF Reporting Requirements (see the document listed in Section J), the Contractor shall include a DD1348-1 when assets are shipped. DCMA Quality Assurance Representatives (QARs) will not approve or sign the DD1348-1, but will ensure a DD1348-1 is included with each returned asset. If a DD1348-1 is not included with each returned asset, DCMA will not sign the receiving report (DD250).

Remanufacture of Electro-mechanical Linear Acutator

THIS A 5-YEAR FIRM-FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT.

NOTE: It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit certified cost or pricing data at the time of proposal. However, if after receipt of proposals, it is determined that adequate price competition does not exist, a request for other than certified cost or pricing data may be required in accordance with FAR 15.403-1(b)(1).

52.232-18 Availability of Funds. As prescribed in 32.706-1(a), insert the following clause: Availability of Funds (Apr 1984)

> **Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.**

(a) A Pre-Award Survey and/or Initial Production Evaluation (IPE) is required. Details are provided in Appendix A, paragraphs 1.2 and 1.3 respectively.

(b) The contractor shall furnish all material, plant facilities, labor, parts, equipment, and expertise necessary to perform the remanufacture required to restore the end item to a like-new condition. The contractor shall also accomplish ALL necessary packing and preservation and packaging. **ALL work shall be completed in accordance with the requirements specified herein (including attachments hereto) and all costs associated with work specifications, technical orders, and/or cost associated with Over and Above request (excluding missing parts) shall be included in the unit price. The government shall only pay the contractor for missing components after review and approval of O&A request. No additional cost will be allowed (i.e. material handling, profit, direct or indirect costs).**

(c) In order to receive any technical data related to this acquisition, offerors must request access to the TO on https://etims.cce.af.mil/ETIMS/index.

In order to receive drawings (previously done through JEDMICS), contractors will need to request access to the A-Team via a DD Form 2875. Requests will be made to wralc.tila.centra@us.af.mil. The PCO listed above will be the government sponsor for the DD Form 2875.

(d) GOVERNMENT PROPERTY FURNISHED FOR REPAIR (FAR 16.503(c))
Failure of the Government to furnish such items in the amounts or quantities described in the Schedule as "estimated" or "maximum" will not entitle the contractor to any equitable adjustment in price under the Government Property clause of the contract.

(f) END ITEMS BEYOND REMANUFACTURE
"Reparable End Items" are defined as end items which can be restored to a serviceable condition, in accordance with applicable requirements. Some units of items listed in Section B may, upon disassembly and/or inspection, be determined to be beyond the overhaul limits specified in the Work Specification and/or Technical Orders. Any cost for work performed by the Contractor prior to determination that such equipment is beyond these limits, shall be included in the unit price(s) of the listed item(s).

(g) If the contractor estimates that any item is not reparable (i.e. beyond overhaul), the Contractor shall promptly notify the administrative contracting officer in writing and shall not perform further overhaul on any such items except at the direction of the administrative contracting officer (ACO). Upon written confirmation from the ACO that a particular item is not reparable, the contractor shall dispose of the unit in the manner directed by the ACO.

Contractors are cautioned that until a contract is executed, any effort performed in support of the anticipated effort is performed strictly at their own risk and expense. There is no authorization to begin performance until the contractor has received a duly authorized contract signed by the Contracting Officer. Also, this request for proposal is not to be construed to mean that the award of a contract is assured, as the availability of funds, timely submission of all requested documents, and acceptance by both parties are prerequisite to any contract award.

(h) Condemned units shall not be counted as production.

(i) In the event there are component part(s) with long lead times, the awardee is responsible for securing necessary parts to meet the Government's required delivery schedule.

(j) In the event that DFARS clause 252.217-7001, Surge Option, is invoked, quantities and prices will be negotiated at that time. The fill-in data in Clause 252.217-7001 will be 25% until a surge is known and negotiations are necessary.

(k) Item Unique Identification (IUID) marking is required in accordance with DFARS 252.211-7003. Contractor determined location and method of marking is acceptable.

(l) All quantities specified herein represent the total contract quantities for all five years combined. The ordering period for each line item shall extend from the contractual effective data to five years thereafter or until the maximum quantity for each line item is reached, whichever comes first. The minimum and maximum quantities for each line item are as follows:

Line Item 0001 NSN: 1680013687808RK Minimum Quantity: 5 each, Maximum Quantity: 30 each

(m) This Solicitation contemplates award of a five-year Indefinite Delivery Indefinite Quantity (IDIQ) Type Contract. Reference Clauses 52.216-19 – Delivery-Order Limitations, 52.216-22 – Indefinite Quantity and 252.216-7006 – Ordering.

(n) In accordance with the attached CAV AF Reporting Requirements (see the document listed in Section J), the contractor must include a DD1348-1when assets are shipped. DCMA Quality Assurance Representatives (QARs) will not approve or sign the DD1348-1, but will ensure DD1348-1 is included with each returned asset. If a DD1348-1 is not included with each returned asset, DCMA will not sign the DD250.

(o) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, AFSC/PZC at 405-736-3273. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the
Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

The ombudsman has no authority to render a decision that binds the agency. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

Remanufacture of Electro-mechanical Linear Acutator

5-Year Basic

Item No.
0001

Firm Fixed Price

Quantity	**U/I**
	EA

Minimum Quantity
5 EA
Maximum Quantity
30 EA
NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B
1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B

Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R
Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period I

Item No.
0001AA

Firm Fixed Price

Quantity	**U/I**
	EA

Minimum Quantity
5 EA
Maximum Quantity
30 EA

CLIN	**ACRN**	**ACRN Total**
0001AA	AA	

NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period I

1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B
Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	Acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 each every 60 days After Receipt of Order (ARO)**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*60 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period II

Item No.
0001AB

Firm Fixed Price

Quantity	**U/I**
	EA

Minimum Quantity

5	EA

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period II

Maximum
Quantity
30 EA

CLIN	**ACRN**	**ACRN Total**
0001AB	AA	

NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B
1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B

Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	Acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 each every 60 days After Receipt of Order (ARO)**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*60 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period III

Item No.
0001AC

Firm Fixed Price

Quantity	**U/I**
	EA

Minimum Quantity
5 EA
Maximum Quantity
30 EA

CLIN	**ACRN**	**ACRN Total**
0001AC	AA	

NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B
1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B

Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	Acct 09

Type / Ship To	**Quantity (U/I)**	***ARO 1 each every 60 days After Receipt of Order (ARO)**	**Req No / Pri**

Required Delivery

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period III

	A SW3211	1 EA	*60 Calendar Days
Proposed Delivery			
	A SW3211	1 EA	

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period IV

Item No.
0001AD

Firm Fixed Price

Quantity	**U/I**
	EA

Minimum Quantity
5 EA
Maximum Quantity
30 EA

CLIN	**ACRN**	**ACRN Total**
0001AD	AA	

NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B
1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B

Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period IV

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	Acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 each every 60 days After Receipt of Order (ARO)**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*60 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period V

Item No.
0001AE

Firm Fixed Price

Quantity	**U/I**
	EA
Minimum Quantity 5	EA
Maximum Quantity 30	EA

CLIN	**ACRN**	**ACRN Total**
0001AE	AA	

NSN: 1680-01-368-7808 RK
ACTUATOR,ELECTROMEC
Provides mechanical force to move the safelock lever and the cone brake release lever of the PDU.
Aluminum

Manufacturer	**Part Number**
0SEV1	747984B
1W025	747984B
50LP4	747984B
5H860	747984B
99167	747984B

Associated Document(s)	**Line Item(s)**
FD20302600853	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

Remanufacture of Electro-mechanical Linear Acutator

Ordering Period V

Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
IAW MIL-STD-130

☐ **Transportation From Continental United States CONUS (CONUS) Sources**

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	Acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 each every 60 days After Receipt of Order (ARO)**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*60 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

Over and Above

Item No.
0002

To Be Negotiated

Quantity	**U/I**	**Unit Price**
	LO	TBN

Over and Above

DESCRIPTION

"Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is –

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

"Over and above work" shall be performed IAW the Appendix A and DFARS clause 252.217-7028. The Government shall be the sole authority to determine whether over and above work is appropriate. When over and above work is required a subCLIN shall be established on the order for authorization and funding. Delivery will be as negotiated between the Contractor and ACO/PCO.

FIXED PRICED ITEMS

Over and Above

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed, either the Contractor or the Contracting Officer (Administrative or Procuring) may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract.

Fixed priced items shall be defined as they are negotiated.

Associated Document(s) **Line Item(s)**
FD20302600853 0002
Priority: R

Data

Item No.
0003

Not Separately Priced

Quantity	U/I	Unit Price
	LO	NSP

Data
In accordance with the Requirements set forth on the DD Form 1423.

EXHIBIT	ITEM NO.	RELATED LINE ITEM NO.	DATA ITEM DECRIPTION	QTY	FREQ	UNIT PRICE	TOTAL PRICE
A	A001	0001	Commercial Asset Visibility (CAV) Report	1	DAILY	NSP	NSP
A	A002	0001	Contract Depot Maintenance (CDM) Monthly Production Report	1	MNTHLY	NSP	NSP
A	A003	0001	Government Property (GP) Inventory Report	1	ANNLY	NSP	NSP
A	A004	0001	Technical Data Package (TDP)	1	TBD	NSP	NSP
A	A005	0001	Report of Shipping (Item) and Packaging Discrepancy	1	TBD	NSP	NSP
A	A006	0001	Counterfeit Prevention Plan	1	See CDRL	NSP	NSP
A	A007	0001	Production Surge Plan	1	See CDRL	NSP	NSP

NSP = NOT SEPARATELY PRICED

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

Associated Document(s) **Line Item(s)**
FD20302600853 0003
Priority: R

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: A SW3211

DLA DISTRIBUTION DEPOT OKLAHOMA
3301 F AVE CEN REC BLDG 506 DR 22
TINKER AFB OK 73145-8000
TINKER AFB OK 73145-8000
TINKER AFB OK 73145-8000 OK
USA

MARK FOR: (See Individual Line Item)
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129/ASTM-D-3951:

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.
(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

g. All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:
(1) Foreign Military Sales.
(2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.
(3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).
(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

52.246-2 **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)
(IAW FAR 46.302)
(Applicable for supplies, services furnishing of supplies, fixed-price and exceeds the simplified acquisition threshold)

52.246-11 **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT** (DEC 2014)
(IAW FAR 46.311, DFARS 246.202-4(1))
(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [*If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.*]*

	Title	Number	Date	Tailoring
***See Individual Line Item Schedule**				

(Applicable only if specified in the individual order/call issued hereunder)

52.246-16 **RESPONSIBILITY FOR SUPPLIES** (APR 1984)
(IAW FAR 46.316)

(Applicable to the furnishing of supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold)

INSPECTION AND ACCEPTANCE (SEP 1999)
(IAW FAR 46.401(b), FAR 46.503)
(Applicable to all orders issued hereunder)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final): **[CONTRACTOR FILL-IN]**
Item No(s): **See schedule for items with the following code(s) listed below :**
Inspection Code and Address:

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

52.211-17 **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)
(IAW FAR 11.703(b))
(Applicable when fixed-price supplies are furnished)

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))
(Applicable for supplies, services, or research and development)

52.242-17 **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))
(Applicable to fixed-price for supplies other than commercial or modified-commercial items)

52.247-29 **F.O.B. ORIGIN** (FEB 2006)
(IAW FAR 47.303-1(c))
(Applicable when specifying f.o.b. origin)

52.247-30 **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))
(Applicable to f.o.b. origin at contractor's facility)

F.O.B. ORIGIN (OCT 1993)
(IAW FAR 47.305(b))
Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address [CONTRACTOR FILL-IN]

(Applicable when delivery term is f.o.b. origin)

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type*. The Contractor shall use the following document type(s).

_____

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

_____

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g.* timesheets) in support of each payment request.

(5) *WAWF email notifications*. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____

_____

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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

_____

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(Applicable in solicitations and contracts or task or delivery orders, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when 252.232-7003 is used and none of the exceptions at 232.7002(b)(1) apply. See PGI 232.7004 for instructions on completing the clause)

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN		Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	TO BE CITED ON EACH INDIVIDUAL ORDER		$0.00
		ACRN TOTAL	**$ 0.00**

ACTIVITY ADDRESS CODE/ROUTING IDENTIFIER CODE (RIC) (MAR 2010)

(IAW AFI 24-230, DoD 4000.25-6M)

(a) The Contractor shall identify any existing Activity Address Code with the designated activity type (EB, ED, EJ, EP, EY or EZ) code, which applies to Contractor's approved F.O.B point when receiving, taking custody, issuing, or shipping DoD assets. Include existing Routing Identifier Code (RIC), which may be required for accessing Government Data Systems.

(b) Offeror shall insert the existing Activity Address Code and RIC Code, or identify that the Contracting Officer will need to obtain an Activity Address Code and/or Routing Identifier Code (RIC) on contractor's behalf.

Existing Activity Address Code _____

Existing Routing Identifier Code (RIC) _____

[ ] I currently do not possess an Activity Address Code for the designated activity type. Use the following address to obtain the Activity Address Code:

_____

_____

[ ] I currently do not possess a Routing Identifier Code (RIC) for the designated activity type.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)
(Applicable when simplified acquisition threshold is exceeded, except for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense)

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)
(Applicable when simplified acquisition threshold is exceeded other than those for commercial items (see Parts 2 and 12))

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-7 **ANTI-KICKBACK PROCEDURES** (JUN 2020)
(IAW FAR 3.502-3)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(a))
(Applicable when noncommercial and the simplified acquisition threshold is exceeded)

52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(b))
(Applicable when the simplified acquisition threshold is exceeded)

52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (JUN 2020)
(IAW FAR 3.808(b))
(Applicable over $150,000)

52.203-19 **PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS** (JAN 2017)
(IAW FAR 3.909-3 (b))
(Applicable in all solicitations and resultant contracts other than personal services contracts with individuals)

252.203-7000 **REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2011)
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
(Applicable to all solicitations and contracts)

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023)
(IAW DFARS 203.570-3)
(Applicable when exceeding the simplified acquisition threshold (except for commercial items))

252.203-7002 **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022)
(IAW DFARS 203.970)
(Applicable to all solicitations and contracts)

52.204-10 **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020)
(IAW FAR 4.1403(a))
(Applicable over $30,000, unless not required to be reported in FPDS)

52.204-13 **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018)
(IAW FAR 4.1105(b))
(Applicable to solicitations that contain the provision at 52.204-7, and resulting contracts)

52.204-18 **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))
(Applicable when there is a requirement to be registered in SAM or to have a DUNS Number)

52.204-19 **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))
(Applicable to all solicitations and contracts)

52.204-21 **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021)
(IAW FAR 4.1903)
(Applicable to all solicitations and contracts, except COTs, when a contractor's system may contain Federal contract information)

52.204-23 **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023)
(IAW FAR 4.2004)
(Applicable in all contracts and solicitations)

52.204-25 **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))

52.204-27 **PROHIBITION ON A BYTEDANCE COVERED APPLICATION** (JUN 2023)
(IAW FAR 4.2203)
(Applicable in all solicitations and contracts, unless an exception is granted in accordance with OMB Memorandum M-23-13)

52.204-30 **FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS- PROHIBITION** (DEC 2023)
(IAW FAR 4.2306(c))
Applicable in solicitations and contracts if the conditions specified at 4.2304(a)(1) apply, except for Federal Supply Schedules, Governmentwide acquisition contracts, and multi-agency contracts.

252.204-7002 **PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)
(IAW DFARS 204.7109(a))
(Applicable to all not separately priced subline items)

252.204-7003 **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
(Applicable to all orders issued hereunder)

252.204-7012 **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024)
(IAW Class Deviation 2024-O0013 Rev. 1)
Applicable in all solicitations and contracts except for the acquisition of COTS items.

252.204-7015 **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))
(Applicable to solicitations and contracts that involve litigation support services when 252.204-7014 is not included)

252.204-7018 **PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES** (JAN 2023)
(IAW DFARS 204.2105(c))
(Applicable to all solicitations.)

252.204-7022 **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)
(Applicable in solicitations and contracts when the contracting officer intends to expedite contract closeout through the mutual waiver of entitlement to a residual dollar amount of $1,000 or less determined at the time of contract closeout)

252.205-7000 **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** (OCT 2024)
(IAW DFARS 205.470)
(Applicable over $1,500,000)

52.209-6 **PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY** (JAN 2025)
(IAW FAR 9.409)
(Applicable when exceeding $35,000)

52.209-9 **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(c))
(Applicable to solicitations and contracts over $550,000 and contracts where the offeror has checked “has” in paragraph (b) clause 52.209-7)

52.209-10 **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** (NOV 2015)
(IAW FAR 9.108-5(b))
(Applicable to all solicitations and contracts for the acquisition of products and services (including construction) unless waived IAW FAR 9.108-4)

252.209-7004 **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (MAY 2019)
(IAW DFARS 209.409)
(Applicable to solicitations and contracts with a value of $150,000 or more)

52.211-5 **MATERIAL REQUIREMENTS** (AUG 2000)
(IAW FAR 11.302)
(Applicable to supplies that are not commercial products)

52.211-15 **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)
(IAW FAR 11.604(b))
This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).
(Applicable to all rated orders)

252.211-7003 **ITEM UNIQUE IDENTIFICATION AND VALUATION** (JAN 2023)
(IAW DFARS 211.274-5(a), DFARS 212.301(f)(xii))
(a) *Definitions*. As used in this clause—

"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.
"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.

(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 Number	Item Description
	See Schedule as Applicable

(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 Number	Item Description
*Items less than $5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(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 _____(or See Schedule as Applicable).
(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 _____(or See Schedule as Applicable).

(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.

(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 _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(Applicable when delivery of one or more "items" as defined at 252.211-7003(c) is required)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(IAW FAR 15.209(b)(1))

(Applicable if negotiated and above the simplified acquisition threshold, except commercial items and utility services at public prices plus reasonable connection charge)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(IAW FAR 15.209(h))

(Applicable when using uniform contract format that is not commercial or for construction)

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)
(IAW FAR 15.408(f)(1))

(Applicable when negotiated and exceeding the simplified acquisition threshold)

52.216-18 ORDERING (AUG 2020)
(IAW FAR 16.506(a))

(a) Such orders may be issued from .

(Applicable to all orders issued hereunder)

52.216-19 ORDER LIMITATIONS (OCT 1995)
(IAW FAR 16.506(b))

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **quantity of 5**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **quantity of 30**;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within **60** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this

notice, the Government may acquire the supplies or services from another source.

(Applicable to all orders issued hereunder)

52.216-22 INDEFINITE QUANTITY (OCT 1995)
(IAW FAR 16.506(e))
(d) Contractor shall not be required to make any deliveries under this contract after .

(Applicable to all orders issued hereunder)

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
(IAW FAR 17.109(a))
(Applicable to all orders issued hereunder)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
(IAW FAR 19.507(c))
(Applicable to all orders issued hereunder)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
(IAW FAR 19.708(a))
(Applicable in solicitations and contracts when the amount is expected to exceed the simplified acquisition threshold unless a personal services contract is contemplated or if performance is entirely outside the United States.)

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)
(IAW FAR 19.507(f)(1))
(Applicable to solicitations and contracts if an order or orders are to be set aside for any of the small business concerns identified in 19.000(a)(3))

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)
(IAW Deviation 2021-O0008 Rev 1.)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause–

[Contracting Officer check as appropriate.]

[_] By the end of the base term of the contract and then by the end of each subsequent option period; or

[_] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)
(IAW FAR 19.309(c)(1))

(h) 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 _____ assigned to contract number _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a women-owned small business concern.

(4) 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: _____.]

(5) 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) and through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that—

(i) It **[ ]** is, **[ ]** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It **[ ]** is, **[ ]** is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(Applicable in solicitations and contracts exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
(IAW FAR 22.1505(b))

(Applicable when the acquisition of supplies are expected to exceed the micro-purchase thresholds).

52.222-20 **CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT** (JUN 2020)
(IAW FAR 22.610)
(Applicable to all orders issued hereunder)

52.222-21 **PROHIBITION OF SEGREGATED FACILITIES** (APR 2015)
(IAW FAR 22.810(a)(1))
(Applicable when exceeding $10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)

52.222-26 **EQUAL OPPORTUNITY** (SEP 2016)
(IAW FAR 22.810(e))
(Applicable to all orders issued hereunder)

52.222-35 **EQUAL OPPORTUNITY FOR VETERANS** (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))
(Applicable when the expected value is $150,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Director, Office of Federal Contract Compliance Programs, has waived, in accordance with 22.1305(b), all of the terms of the clause)

52.222-36 **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES** (JUN 2020)
(IAW FAR 22.1408(a))
(Applicable over $15,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)

52.222-37 **EMPLOYMENT REPORTS ON VETERANS** (JUN 2020)
(IAW FAR 22.1310(b))
(Applicable when the expected value is $150,000 or more and workers were recruited within the United States)

52.222-40 **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** (DEC 2010)
(IAW FAR 22.1605)
(Applicable to all solicitations and contracts except under the simplified acquisition threshold, for work performed exclusively outside the U.S., or covered in their entirety by an exemption granted by the Secretary)

52.222-50 **COMBATING TRAFFICKING IN PERSONS** (OCT 2025)
(IAW FAR 22.1705(a)(1))
(Applicable to all orders issued hereunder)

252.222-7006 **RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS** (JAN 2023)
(IAW DFARS 222.7405)
(Applicable to contracts in excess of $1 million utilizing funds appropriated by the FY10 or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items and commercially available off-the-shelf items)

52.223-23 **SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004)** (MAR 2025)
(IAW 23.109(a))

252.223-7008 **PROHIBITION OF HEXAVALENT CHROMIUM** (JAN 2023)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
(Applicable to solicitations and contracts for supplies, maintenance and repair services, or construction)

252.223-7009 **PROHIBITION OF PROCUREMENT OF FLUORINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS** (MAR 2024)
(IAW DFARS 223.7404)

52.224-3 **PRIVACY TRAINING** (JAN 2017)
(IAW FAR 24.302(a))
(Applicable to all solicitations and contracts where contractor employees will have access to a system of records or personally identifiable information)

52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (FEB 2021)
(IAW FAR 25.1103(a))
(Applicable to supplies or services involving the furnishing of supplies unless an exception applies)

252.225-7001 **BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC** (FEB 2024)
(IAW DFARS 225.1101(2)(i) and (2)(ii))
(Applicable except when an exception to the Buy American statute or Balance of Payments Program is known to apply, or if using the clause at 252.225-7021, Trade Agreements; or 252.225-7036, Buy American —Free Trade Agreements—Balance of Payments Program)

252.225-7002 **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** (MAR 2022)
(IAW DFARS 225.1101(3))
(Applicable if one of the following clauses are included: DFARS 252.225-7001, 252.225-7021 or 252.225-7036)

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022)
(IAW DFARS 225.7002-3(a))
(Applicable when exceeding the simplified acquisition threshold for food; clothing; tents, tarpaulins or covers; cotton and other natural fiber products; woven silk or woven silk blends; spun silk yarn for cartridge cloth; synthetic fabric, coated synthetic fabric; canvas products; wool; or any item of individual equipment (FSC 8465) manufactured from or containing such fibers, yarns, fabrics, or materials; to waste and byproducts of cotton or wool used in the production of propellants and explosives)

252.225-7048 **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)
(Applicable to all solicitations and contracts)

252.225-7052 **RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN** (MAY 2024)
(IAW DFARS 225.7018-5)

252.225-7061 **RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS** (JAN 2023)
(IAW DFARS 225.7023-4)
(Applicable in solicitations and contracts that are for the acquisition of covered items, for use within the United States, and have an estimated value greater than $150,000)

252.225-7967 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)** (FEB 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)
Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, valued above the simplified acquisition threshold.

252.225-7972 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW Deviation 2024-O0014)

(Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless—

(a) The acquisition is for—

(1) Counter-unmanned aircraft system surrogate testing and training; or

(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or

(b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263).

52.226-7 **DRUG-FREE WORKPLACE** (MAY 2024)
(IAW FAR 26.506)

52.226-8 **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (MAY 2024)
(IAW FAR 26.605)

252.226-7001 **UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS** (JAN 2023)
(IAW DFARS 226.104)

(Applicable to supplies or services exceeding $500,000)

52.227-1 **AUTHORIZATION AND CONSENT** (JUN 2020)
(IAW FAR 27.201-2(a)(1))

(Applicable except when both complete performance and delivery are outside the United States)

52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020)
(IAW FAR 27.201-2(b))

(Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)

52.229-3 **FEDERAL, STATE, AND LOCAL TAXES** (FEB 2013)
(IAW FAR 29.401-3(a))

(Applicable to fixed-price competitive contracts exceeding the simplified acquisition threshold, and performed wholly or partly in the United States or its outlying areas, unless the clause at 52.229-4, Federal, State, and Local Taxes (State and Local Adjustments), is included)

52.229-12 **TAX ON CERTAIN FOREIGN PROCUREMENTS** (FEB 2021)
(IAW 29.402-3(b))

(Applicable in solicitations that contain the provision at 52.229–11, Tax on Certain Foreign Procurements—Notice and Representation and resultant contracts in which the contractor has indicated that it was a foreign person in solicitation provision 52.229–11, Tax on Certain Foreign Procurements—Notice and Representation.)

252.229-7014 **FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS.** (OCT 2022)
(IAW DFARS 229-402(k))

52.232-1 **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).

52.232-8 **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
(Applicable to fixed-price supply or fixed-price service)

52.232-11 **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))
(Applicable to fixed-price supply, fixed-price service, or transportation)

52.232-17 **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))
(Applicable when exceeding the simplified acquisition threshold)

52.232-23 **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))
(Applicable when the micro-purchase threshold is exceeded, unless the contract will prohibit the assignment of claims (see 32.803(b))

52.232-25 **PROMPT PAYMENT** (JAN 2017)
(IAW FAR 32.908(c))

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **7th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(Applicable except when the clause at 52.212-4, Contract Terms and Conditions--Commercial Items is included)

52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 32.1110(a)(1))
(Applicable for solicitations and contracts that include the provision at 52.204-7 or an agency clause that requires a contractor to be registered in the SAM database and maintain registration until final payment, unless (i) Payment will be made through a third party arrangement; or (ii) An exception listed in 32.1103(a) through (i) applies.)

52.232-39 **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)
(IAW FAR 32.706-3)
(Applicable to all solicitations and contracts)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(IAW FAR 32.009-2)
(Applicable to all solicitations and contracts)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)
(IAW DFARS 232.7004(a))

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/ .

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (*e.g.*, PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(Applicable to all orders issued hereunder)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
(IAW DFARS 232.7102)
(Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

52.233-1 DISPUTES (MAY 2014)
(IAW FAR 33.215)
(Applicable except to foreign governments or their agencies, or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of 41 U.S.C. chapter 71 to the contract would not be in the public interest)

52.233-3 **PROTEST AFTER AWARD** (AUG 1996)
(IAW FAR 33.106(b))
(Applicable to all orders issued hereunder)

52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)
(IAW FAR 33.215(b))
(Applicable to all solicitations and contracts)

52.240-1 **PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES** (NOV 2024)
(IAW FAR 40.202-8)
(applicable in all solicitations and contracts)

52.242-13 **BANKRUPTCY** (JUL 1995)
(IAW FAR 42.903)
(Applicable when the simplified acquisition threshold is exceeded)

52.243-1 **CHANGES--FIXED-PRICE** (AUG 1987)
(IAW FAR 43.205(a)(1))
(Applicable to fixed-price supplies)

252.243-7001 **PRICING OF CONTRACT MODIFICATIONS** (DEC 1991)
(IAW DFARS 243.205-70)
(Applicable to fixed-price efforts)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2022)
(IAW DFARS 243.205-71)
(Applicable when the simplified acquisition threshold is exceeded)

52.244-2 **SUBCONTRACTS** (JUN 2020)
(IAW FAR 44.204(a)(1), FAR 44.204(a)(3))
(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Subcontracts

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Subcontracts

(Applicable to cost-reimbursement, letter contract exceeding the simplified acquisition threshold, fixed-price exceeding the simplified acquisition threshold under which unpriced actions are anticipated, time-and-materials exceeding the simplified acquisition threshold, or labor-hour contracts exceeding the simplified acquisition threshold)

52.244-6 **SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003)** (MAR 2025)
(IAW FAR 44.403)

252.244-7000 **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (NOV 2023)
(IAW DFARS 244.403)
(Applicable to solicitations and contracts for commercial items)

52.245-1 **GOVERNMENT PROPERTY** (SEP 2021)
(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)
(Applicable in cost reimbursement, time-and-material, and labor-hour; and fixed-price when the Government will provide Government property. Also commercial where Government property exceeds $100,000)

52.245-9 **USE AND CHARGES** (APR 2012)
(IAW FAR 45.107(c))
(Applicable when FAR 52.245-1 is included)

252.245-7003 **CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION** (JAN 2025)
(IAW DFARS 245.107(3))
(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

252.245-7004 **REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006)** (NOV 2021)
(IAW Deviation 2022-O0006)

252.245-7005 **MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY** (JAN 2024)
(IAW DFARS 245.107(4))
Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that contain the clause at FAR 52.245-1, Government Property.

52.246-23 **LIMITATION OF LIABILITY** (FEB 1997)
(IAW FAR 46.805(a)(1))
(Applicable to items that are not high-value items (at or below $100,000 per unit))

52.247-1 **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))
(Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (OCT 2024)
(IAW DFARS 247.574(a) and (a)(1))
(Applicable when procedures other than for direct purchase of ocean transportation services are utilized)

252.247-7028 **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)
(Applicable when shipping under Bills of Lading and Domestic Route Order under FOB origin contracts, Export Traffic Release regardless of FOB terms, or foreign military sales shipments)

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** (APR 2012)
(IAW FAR 49.502(b)(1)(i))
(Applicable over the simplified acquisition threshold, except as specified in FAR 49.502(b)(1)(i)(A), (B) or (C))

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) -- ALTERNATE II** (SEP 1996)
(IAW FAR 49.502(b)(2)(i))
(Applicable when the requirement to pay interest on excess partial payments is inappropriate)

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))
(Applicable when fixed-price is contemplated and exceeds the simplified acquisition threshold)

52.252-2 **CLAUSES INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(b))
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):**

Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

(Applicable to all orders issued hereunder)

52.252-6 **AUTHORIZED DEVIATIONS IN CLAUSES** (NOV 2020)
(IAW FAR 52.107(f))
(a) The use in this 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 contract of any ***Defense Federal Acquisition Regulation Supplement*** (48 CFR **Chapter *2***).clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(Applicable to all orders issued hereunder)

52.253-1 **COMPUTER GENERATED FORMS** (JAN 1991)
(IAW FAR 53.111)
(Applicable when requiring the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements)

52.240-91 Security Prohibitions and Exclusions.
As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

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

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

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

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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

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

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

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

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

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

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

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

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

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

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

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

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

Alternate I (DATE XXXX). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes □ No □ DHS FASCSA Order

Yes □ No □ DoD FASCSA Order

Yes □ No □ DNI FASCSA Order

52.240-93 Basic Safeguarding of Covered Contractor Information Systems.
As prescribed in 40.303-2, insert the following clause:

Basic Safeguarding of Covered Contractor Information Systems (Deviation Date)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

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

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

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.210-1 Market Research.
As prescribed in 10.002 , insert the following clause:

Market Research (Deviation Date)

(a) Definition. As used in this clause—

Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.

(b) Before awarding subcontracts for noncommercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to determine, in the following order of priority, whether—

(1) A commercial product or commercial service can meet the agency's requirements;

(2) The requirements could be modified so the agency could use an existing commercial product or commercial service;

(3) A commercial product or commercial service could be modified to meet the agency's requirements; or

(4) The requirement can only be satisfied by a nondevelopmental item.

52.243-7 Notification of Changes.
As prescribed in 43.206, insert the following clause:

Notification of Changes (Deviation Date)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the

Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
(IAW RFO 4.208(e))

52.204-13 System for Award Management Maintenance
(IAW RFO 4.208(b)(2))

52.204-19 Incorporation by Reference of Representations and Certifications
(IAW RFO 4.208(g))

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.
(IAW RFO 9.409)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.
(IAW RFO 9.108-6(b))

52.211-5Material Requirements
(IAW RFO 11.302)

52.215-2Audit and Records--Negotiation
(IAW RFO 15.110(b)(1))

52.215-8 Order of Precedence--Uniform Contract Format
(IAW RFO 15.110(h))

52.216-21 Requirements
(IAW RFO 16.505(d))

52.219-8 Utilization of Small Business Concerns
(IAW RFO 19.109(e))

52.219-28 Postaward Small Business Program Representation
(IAW RFO 19.101(a)(2)(iii)(A))

(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 representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:
(1) The Contractor represents that it □ is, □ is not a small business concern under NAICS Code _____ assigned to contract number _____.
(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)

52.222-19 Child Labor--Cooperation with Authorities and Remedies
(IAW RFO 22.1502-2(a)(2))

52.222-20 Contracts for Materials, Articles, and Equipment
(IAW RFO 22.601-5)

52.222-35 Equal Opportunity for Veterans
(IAW RFO 22.1302-2(a)(1))

52.222-36 Equal Opportunity for Workers with Disabilities
(IAW RFO 22.1401-2(a)(1))

52.222-37 Employment Reports on Veterans
(IAW RFO 22.1302-2(b))

52.222-40 Notification of Employee Rights Under the National Labor Relations Act
(IAW RFO 22.1602-2)

52.222-50 Combating Trafficking in Persons
(IAW RFO 22.1703-2(a)(1)

52.222-54 Employment Eligibility Verification.
(IAW RFO 22.1802-2)

52.229-3 Federal, State, and Local Taxes
(IAW RFO 29.401-3)

52.229-12 Tax on Certain Foreign Procurements
(IAW RFO 29.402-3(b))

52.233-1 Disputes
(IAW RFO 33.205-9(a))

52.233-3 Protests After Award
(IAW RFO 33.107(b))

52.233-4 Applicable Law for Breach of Contract Claim
(IAW RFO 33.205-9(b))

52.243-1 Changes – Fixed Price
(IAW RFO 43.305(a)(1))

52.244-6 Subcontracts for Commercial Products and Commercial Services
(IAW RFO 44.403)

52.253-1 Computer Generated Forms
(IAW RFO 53.111)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
	CAV AF Reporting Requirements	04MAR2026	7
	GFP	04MAR2026	1
DD 1423-1	CDRL	04MAR2026	7
	DID CAV Repoting	04MAR2026	2
	DID 81838		
	DID CDM Monthly Report	04MAR2026	3
	DID GP Inventory Report	04MAR2026	2
	DID Shipping Packaging Discrepancy	04MAR2026	5
	DID Technical Datat Package	04MAR2026	2
	DID Counterfeit Prevention Plan	04MAR2026	3
AFMC 158	Packaging Report	04MAR2026	1
DD 1653	Transportation Data	04MAR2026	2
	SOW	08JAN2026	32
	DID Surge Plan	04MAY2026	2
	JQRR	04MAR2026	1

Item Description	04MAR2026	1
IUID	04MAR2026	1

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)
(IAW DFARS 203.171-4(b))

(Applicable to all solicitations, including solicitations for task and delivery orders)

(Applicable to solicitations that include 52.204-16, Commercial and Government Entity Code Reporting)

(Applicable to solicitations that include FAR provisions 52.204-16)

(Applicable to all solicitation for Covered Telecommunications Equipment or Services-Representation.)

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - REPRESENTATION AND DISCLOSURES (DEC 2023)
(IAW FAR 4.2306(b))

(Applicable in all solicitations, except for Federal Supply Schedules, Governmentwide acquisition contracts, and multi-agency contracts)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)
(IAW DFARS 204.1202)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, 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 (e) 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:

___ (i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d) (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--Representation. 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—Representation. 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 $200,000 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.
__**X**_ (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.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.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 52.204–8(c) and paragraph (d) 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 4.1201); 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.
(Applicable to solicitations when using the provision at FAR 52.204-8, Annual Representations and Certifications)

252.204-7008 **COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS** (OCT 2016)
(IAW DFARS 204.7304(a))

(Applicable to all solicitations, including commercial except when solely for commercial-off-the-shelf items)

252.204-7016 **COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION** (DEC 2019)
(IAW 204.2105(a))

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204–7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for ''covered defense telecommunications equipment or services''.
(c) Representation. The Offeror represents that it [ ] does, [ ] 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.

252.204-7017 **PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION**
(MAY 2021)
(IAW DFARS 204.2105(b))

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).

(Applicable to all solicitations.)

52.207-4 **ECONOMIC PURCHASE QUANTITY--SUPPLIES** (AUG 1987)
(IAW FAR 7.203)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____
_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	QUOTATION	PRICE TOTAL

(Applicable to supplies - Proposals to include offeror's opinion and recommendations)

52.209-7 **INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(b))

(b) The offeror **[_] has [_] does not have** current active Federal contracts and grants with total value greater than $10,000,000.

(Applicable to solicitations when the contract is expected to exceed $550,000)

52.209-11 **REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW** (FEB 2016)
(IAW FAR 9.104-7(d))

(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.

(Applicable to all solicitations)

52.209-13 **VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION** (NOV 2021)
(IAW FAR 9.109-5)

(Applicable to solicitations for products or services that exceed simplified acquisition threshold; except commercial products or commercial services)

252.209-7011 **REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION** (AUG 2025)
(IAW DFARS 209.170-4)

Applicable in solicitations, including solicitations using FAR part 12 procedures for acquisitions to anInstitution of higher education.

NOTE: Refer to FAR clause 52.204-8 para c(2)(iv)

(Applicable when exceeding the micro-purchase threshold and the acquisition is for end products (regardless of country of origin) of a type identified by country of origin on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, except commercial items)

THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(iii):

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

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

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)
(IAW FAR 23.502)

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

(b) Representation. [*Offeror is to check applicable blocks in paragraphs (b)(1) and (2)*.]

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

(2) The Offeror (itself or through its immediate owner or highest-level owner) **[ ] does, [ ] does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(c) If the Offeror checked “does” in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(Applicable to all solicitations except commercial)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)
(IAW FAR 25.1101(f))

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) **[ ] Outside the United States**.

(Applicable to solicitations for manufactured end products)

(Applicable to supply line items only)

252.225-7966 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS-REPRESENTATION (DEVIATION 2024-O0006, REVISION 1)** (MAR 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, valued above the simplified acquisition threshold.

52.229-11 **TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION** (JUN 2020)
(IAW FAR 29.402-3(a))

(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless one of the following exceptions applies:

(1) Acquisitions using simplified acquisition procedures that do not exceed the simplified acquisition threshold (as defined in 2.101).
(2) Emergency acquisitions using the emergency acquisition flexibilities defined in part 18.
(3) Acquisitions using the unusual and compelling urgency authority per 6.302–2.
(4) Contracts with a single individual for personal services that will not exceed the simplified acquisition threshold on an annual calendar year basis for all years of the contract.
(5) Acquisitions if the requiring activity identifies that the requirement is for certain foreign humanitarian assistance contracts which are payments made by the U.S. Government agencies pursuant to a contract with a foreign contracting party to obtain goods or services described in or authorized under 7 U.S.C. 1691, et seq., 22 U.S.C. 2151, et seq., 22 U.S.C 2601 et seq., 22 U.S.C. 5801 et seq., 22 U.S.C. 5401 et seq., 10 U.S.C. 402, 10 U.S.C. 404, 10 U.S.C. 407, 10 U.S.C. 2557, and 10 U.S.C. 2561.)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.204-7 **SYSTEM FOR AWARD MANAGEMENT** (NOV 2024)
(IAW FAR 4.1105(a)(1))

(Applicable to solicitations except as provided in 4.1102(a))

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))

(Applicable to solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS number)

52.204-22 **ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017)
(IAW FAR 4.1008)

(Applicable in all solicitations)

52.204-24 **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW FAR 4.2105(a))

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

provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020)
(IAW FAR 4.2105(c))

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

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

(c) *Representations.*

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

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

(Applicable to all solicitations)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)
(IAW DFARS 204.7604)

(Applicable in solicitations for supplies and services, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services unless, except for supplies or services exempted by DoDI 5000.79)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

(Applicable when the contract to be awarded will be a rated order. Ratings will be entered on individual orders)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)
(IAW FAR 15.209(a))

(Applicable to all competitive solicitations where the Government intends to award a contract without discussions)

252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)
(IAW DFARS 215.408(6))

(Applicable in all solicitations)

52.216-1 TYPE OF CONTRACT (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a **(see individual line item)** contract resulting from this solicitation.

(Applicable to all solicitations, unless the solicitation is for a fixed-price acquisition made under simplified acquisition procedures or is for Information for planning purposes)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)
(IAW FAR 16.506(f))

(Applicable to solicitations for indefinite quantities that may result in multiple contract awards)

252.225-7973 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS-REPRESENTATION (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW DEVIATION 2024-O0014)

(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless—

(a) The acquisition is for—

(1) Counter-unmanned aircraft system surrogate testing and training; or

(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or

(b) A waiver has been granted by the Secretary of Defense in accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263).

52.233-2 **SERVICE OF PROTEST** (SEP 2006)
(IAW FAR 33.106(a))

(a) by obtaining written and dated acknowledgment of receipt from **(See page 1 Issuing Office)**.

(Applicable when the simplified acquisition threshold is exceeded)

52.247-46 **SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS** (APR 1984)
(IAW FAR 47.305-3(b)(4)(ii))

(Applicable when specifying f.o.b. origin and when price evaluation for shipments from various shipping points is contemplated)

52.252-1 **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(a))

This solicitation incorporated 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 full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

(Applicable to provisions incorporated by reference)

Section L – Instructions to Offerors

1.0 Program Structure and Objective

1.1 The Government plans to award a single contract. This is a firm-fixed-price type contract.

2.0 General Instructions

2.1 This competitive acquisition will be conducted utilizing price as the only evaluated factor. Contract award will be made to the offeror with the lowest total evaluated price (TEP). The offer shall be compliant with the requirements as stated in the Work Statement. Non-

conformance with the instructions provided in the Instructions to Offeror (ITO) may result in an offeror being ineligible for award. Offerors shall provide evidence of qualification in accordance with FAR 52.209-1.

2.1.1 The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

2.1.2 The proposal acceptance period is specified in SF 1447 Section A (Block 18) of the contract/solicitation. By signing the Request for Proposal (RFP), the offeror has made a clear statement that the proposal is valid until the date specified.

2.2 General Information

2.2.1 Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in SF 1447 Section A (Block 7) of the contract/solicitation.

2.2.2 Debriefings

The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing, or they may choose to wait until after the source selection decision to request a post-award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in accordance with FAR 15.503. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

3.0 Factor 1 – Price

3.1 The offeror shall complete Schedule of Supplies or Services and Prices/Costs of the solicitation to include all unit prices and extended prices for each CLIN and/or SubCLIN. These instructions are to assist you in submitting information required to evaluate the reasonableness of your proposed prices/costs. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.

3.1.1 Price Reasonableness and Balance

Offerors' proposals will be evaluated for reasonableness and balance. The burden of proof for credibility of proposed prices rests with the offeror. Additionally, unbalanced pricing may pose an unacceptable risk to the Government and may be a reason to reject an offeror's proposal.

3.2 Pricing Information Requirements

In accordance with FAR 15.403-1(b)(1), prices based on adequate price competition do not require submission of certified cost or pricing data. If, after receipt of proposals, there is insufficient information available to determine price reasonableness the offeror may be required to submit other than certified cost or pricing data. FAR does not preclude the requirement for obtaining other than certified cost or pricing data under certain circumstances, and the Government reserves the right to obtain data as appropriate. If, after receipt of proposals, the CO determines there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit certified cost or pricing data.

4.0 Solicitation Requirements

The offeror shall complete Blocks 13 and 27 of the SF1447. Signature by the offeror on the SF1447 constitutes an offer, which the Government may accept.

4.1.1 Supplies or Services and Prices/Costs

The offeror shall complete pricing information in Supplies or Services and Prices/Costs section of the solicitation.

4.1.2 Contract Clauses

The offeror shall complete provisions/clauses as required.

4.1.3 Representations, Certifications, and other Statements of Offerors

The Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM). After reviewing the SAM database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.204-8, Annual Representations and Certifications, are correct.

4.2 Ombudsman

An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman for this acquisition is OC-ALC/PZC. This does not diminish the authority of the program director or CO, but communicates offeror concerns, issues, disagreements and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process; interested parties are invited to call OC-ALC/PZC at 405-736-3273.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA FOR AWARD (OCT 1997)
(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

Evaluation Factors	Order of Importance

All evaluation factors other than cost or price, when combined, are _.

NOTICE FOR OPTIONS: Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

(Applicable when evaluation criteria is required)

52.247-47 **EVALUATION-F.O.B. ORIGIN** (JUN 2003)
(IAW FAR 47.305-3(f)(2))

(a) The Government normally uses ___*___ methods of transportation by regulated common carrier for shipment within the contiguous United States.

* ITEM NO	MODE OF TRANSPORTATION
0001AA	Surface
0001AB	Surface
0001AC	Surface
0001AD	Surface
0001AE	Surface

(Applicable to all proposals or unpriced orders for f.o.b. origin supplies)

Section M – Evaluation Factors for Award

1.0 Price-Only Competition

Basis for Contract Award

This acquisition will utilize price as the only evaluated factor. Award will be made to the offeror with the lowest total evaluated price (TEP) and whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, and certifications). In order to be eligible for award, the offeror must be an approved source IAW FAR 52.209-1, Qualification Requirements. The Government reserves the right to award without discussions. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

1.1 Solicitation Requirements (Terms and Conditions)

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and Work Statement requirements in addition to the price factor. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable, and the proposal, therefore, ineligible for award.

1.2 Number of Contracts to Be Awarded

The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

1.3 Competitive Range Determination

If discussions are conducted, the Government shall establish a competitive range comprised of the most highly rated proposals, in accordance with (IAW) FAR 15.306(c). During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition IAW FAR 15.505. A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision (FPR) request, or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW FAR 15.505.

1.4 Discussions

The Government intends to award without discussions but reserves the right to conduct discussions if necessary. Therefore, it is imperative that Offerors submit their best terms initially. However, if during the evaluation period it is determined to be in the best interest of the Government to hold discussions, the contracting officer may request, or allow for offerors to provide, proposal revisions to clarify and document understandings reached during discussions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a FPR. The Request for FPR letter will include specific instructions on how offerors will submit FPRs.

2.0 Evaluation Factor

2.1 Factor 1 – Price

Price proposals will be evaluated as follows:

2.1.1 Completeness

Proposals will be reviewed for completeness. Incomplete proposals will be considered ineligible for award.

2.1.2 Price Reasonableness

The proposed prices will be evaluated for reasonableness. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition but may also be determined through price analysis techniques as described in FAR 15.404-1(b)(2).

2.1.3 Unbalanced Pricing

Offerors' proposals will be reviewed for unbalanced pricing. The Government will evaluate any supporting information provided by the Offeror explaining variances that appear unbalanced. Evaluated offers that are determined to be unbalanced may be deemed ineligible for award by the Contracting Officer if a determination is made that lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more line items (including sub line items) is significantly over or understated as demonstrated by application of price analysis techniques, such that:

a) There is reasonable doubt the offer would result in the lowest overall cost to the Government, even though it is the lowest priced Offeror; or

b) The offer is so grossly unbalanced; its acceptance would be tantamount to allowing an advanced payment.

2.1.4 Total Evaluated Price (TEP):

The TEP will be calculated as the sum of the total proposed prices for all separately priced line items (including sub line items). The total proposed price for each separately priced line item shall be calculated as the proposed unit price multiplied by the corresponding quantity/BEQ.

The total proposed price for all options will be added to the total proposed price for the basic requirement as a part of the TEP calculation.

TEP will be used for evaluation purposes only. Evaluation of options shall not obligate the Government to exercise such options.

The TEP will be calculated as the sum of the offeror's proposed prices for the base period and all option periods.