SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	56

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W912EF26QA062	16 JUN 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	NATHAN BRUCE	5095277224	10 JUL 2026 02:00 PM

9. ISSUED BY CODE W912EF

US ARMY ENGINEER DISTRICT WALLA WAL
KO CONTRACTING DIVISION, 201 NORTH 3RD AVE
WALLA WALLA, WA 99362-1876
UNITED STATES
NATHAN BRUCE, EMAIL: NATHAN.I.BRUCE@USACE.ARMY.MIL TELEPHONE: 5095277224

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

- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 334515

SIZE STANDARD: 750

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

17b. ☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

SEE CONTINUATION

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: LGA Protective Relay Test Set

INSTRUCTIONS TO OFFERORS

1. BIDDER INQUIRY

Bidder/Offeror Solicitation Questions.

All inquiries regarding this solicitation are to be submitted via Bidder Inquiry. Telephone and email inquiries will not be accepted. Bidder Inquiry is a website that allows bidders to post questions regarding the solicitation and view all questions by other bidders and responses by USACE. Bidder Inquiry can be accessed through ProjNet at (https://www.projnet.org).

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of the comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

TIMING OF BIDDER INQUIRIES

Bidders are encouraged to submit their bidder inquiries promptly. The Government will make every effort to answer all bidder inquiries; however, the closer to the solicitation due date an inquiry is received, the less likely it is that a timely response can be provided.

The Bidder Inquiry Key is: **BWUZA4-GQUF3H**

Specific Instructions for ProjNet Bid Inquiry Access.

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be use from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Instructions for Entering Questions.

1. After you are logged in click on the "post new inquiry", it is on the left side of the window under the Word "Submit".
2. This is the window where you will enter your questions.
3. Comment Classification: Click on the down arrow to the right of the words "Please select from below", select "Public".
4. Discipline: This is where you select who this question should be directed to. Example, if the question is about an electrical drawing or specification select: "Electrical" from the pull-down list.
5. Sheet. Enter the sheet number of the drawing you are asking about.
6. Detail. Enter the detail name of the detail shown on the drawing that you are asking about.
7. Specification. Enter the Specification number and paragraph number.
8. File. Use this if you are going to attach a pdf file.
9. Question. Enter your question here.

Specific Instructions for Future ProjNet Bid Inquiry Access.

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

For questions about the ProjNet Bidder Inquiry, please contact the Call Center help desk at ProjNet: Public User, (833) 389-1097 or 217-367-3273, which operates from 8AM to 5PM (Central US time zone). Bidder inquiry help questions can also be emailed to the helpdesk at: staff@projnet.info

Registration at www.sam.gov is required. If not registered, please do so. Step-by-step help information on how to register is detailed on the website, along with frequently asked questions (FAQs). Lack of registration in the SAM database may make an offeror ineligible for award.

Effective 29 April 2018, the notarized letter process is now mandatory on all CURRENT registrants at SAM who have a requirement to update data on their SAM record. The notarized letter is mandatory and is required for the GSA Federal Service Desk (FSD, https://www.fsd.gov) to

activate the entity's registration. Both Federal Assistance entities and all non-Federal entities must mail the original, signed copy of the notarized letter to the Federal Service Desk. Failure to do so within 30 days of activation may result in the registration no longer being active. Mail the completed, signed, notarized letter to:

FEDERAL SERVICE DESK

ATTN: SAM.GOV REGISTRATION PROCESSING

460 INDUSTRIAL BLVD

LONDON, KY 40741-7285

UNITED STATES OF AMERICA

Per Title 4 of the US Code 104-107, the Government is exempt from paying local and state taxes. Exempt Tax Identification Number 91- 0828090.

2. GENERAL CONTRACT INFORMATION

- Delivery Date: _____
- Offeror's Name (Printed): _____
- Offeror's Contact Telephone No.: _____
- Offeror's Email Address: _____
- Federal Tax Identification No.: _____
- CAGE Code: _____
- Unique Entity ID: _____
- Is your company registered on-line in SAM (www.sam.gov)? YES NO

To ensure receipt of your quote, please send to the attention of Nathan Bruce at:

- Email: nathan.i.bruce@usace.army.mil

3. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Submission of Price Quote - Contractor shall submit the following in 1 copy:

1. Signed and dated Standard Form 1449 (Solicitation/ Contract/ Order for Commercial Items).
2. Signed and dated Standard Form 30, if applicable, for any Amendments to the Solicitation.

3. Completed schedule (pricing information) for all line items listed in the solicitation /amendments.
4. Completed "General Contract Information" section above.
5. Offerors must submit the submittals outlined in section 5.0 of the Technical Specification which will allow the Contracting Officer to determine, without discussions with the offeror, whether the products being offered meet all the required specifications; and if the submittals are not submitted, the offeror's quote will not be considered.

Offerors are cautioned to clearly print prices for all line items. Be especially careful placing decimal points, as a mistake in your offer may render it unresponsive. Your quote must be valid for 30 calendar days after the due date specified for receipt of quotations. Please include shipping cost in the quoted price of each item.

BASIS FOR AWARD

The Government will award one contract resulting from this solicitation in accordance with the Revolutionary Federal Acquisition Regulation Overhaul (RFO) Subpart 12.2 to the responsible offeror meeting or exceeding all solicitation requirements and representing the best value based on price.

*** END OF NARRATIVE ***

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Complete Relay Test Set Age: New Product Service Code: 6625 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Complete Relay Test Set Expansion /Amplifier Module Age: New Product Service Code: 6625 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Each		
0003	Complete Full Edition of Relay Test Set Software Age: New Product Service Code: 6625 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Each		
0004	Accessory Package Age: New Product Service Code: 6625 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Each		
0005	Test Set Training Session Age: New Product Service Code: 6625 Claimant Program Code: S1 Pricing Arrangement: Firm Fixed Price	1	Each		

Continuation of Description

TECHNICAL SPECIFICATIONS

1) INTENT

The following specifications pertain to the purchase of a complete protective relay test set and specified accessories.

2) SCOPE

The successful offeror must provide equipment for the specifications listed in section 3.0 entitled SPECIFICATIONS. All equipment must be in new, unused condition in sealed original packaging from the manufacturer and manufactured within the last 12 months of contract award. The equipment must meet or exceed the characteristics mentioned in the SPECIFICATIONS.

3) EQUIPMENT

The successful offeror must provide the following quantities of listed equipment:

Item	Description	Qty.	U/M
1	Complete Relay Test Set	1	Each
2	Complete Relay Test Set Expansion/Amplifier Module	1	Each
3	Complete Full Edition of Relay Test Set Software	1	Each
4	Accessory Package	1	Each
5	Test Set Training Session	1	Each

4) EQUIPMENT SPECIFICATIONS

The following are specifications for the equipment mentioned in Section 3.0. The equipment must be supplied to meet the following specifications:

- Item 1: Complete Relay Test
- Internal Power Supply:
  - 100-240VAC input@ 50/60Hz with standard IEC socket
- Operating/storage environment conditions:
  - Ambient operating temperature: +32F to +122F

- Storage temperature: -13F to +158F
- Ambient operating humidity: 5-95% relative

- Computer Communication Capabilities:
  - (1) Ethernet communication port
  - (1) USB type B port
- Relay test set must be UL Listed.
- Relay test set must be FCC compliant.
- Test set must weigh less than 50lbs.
- AC Voltage Outputs:
  - (1) three phase output line to neutral, output adjustable from Oto 300VAC RMS, 300VA total
  - (1) single phase output line to neutral, output adjustable from 0-600VAC RMS, 300VA
  - All outputs capable of outputting sinusoidal signals ranging 10 to 3000Hz with a 0.001Hz or better resolution
  - Frequencies must also be adjustable by phase, with 0.001 degrees of resolution or better
  - Accuracy at full voltage: less than 0.05% error
  - Total harmonic distortion less than 0.05%
  - Resolution: 5mV for 3 phase output, 10mV for single phase output
  - Rated for continuous output at maximum voltage and current rating.
- DC Voltage Output:
  - (1) DC voltage output adjustable from 0-250VDC at 0.2A, 0-132VDC at 0.4A, 0-66VDC at 0.8A
  - Rated for continuous output at maximum voltage and current
- AC Current Outputs:
  - These outputs act as a constant current source
  - (2) sets of AC current outputs, 3 phase line to neutral
    - Capable of being paralleled with each other and external expansion/amplifier module
  - Capable of operating in 6 phase configuration
  - With all 6 phases operating, capable of supplying 32 amps per phase
  - With 3 phases operating, capable of supplying 64 amps per phase
  - With single phase output, capable of supplying 128 amps
  - Maximum open circuit voltage of 140V peak between two phases
  - All outputs capable of outputting sinusoidal signals ranging 10 to 1000Hz with a 0.001Hz resolution
  - Frequencies must also be adjustable by phase, with 0.001 degrees of resolution
  - Accuracy at full current: less than 0.05% error
  - Total harmonic distortion less than 0.05%
  - Resolution: 1mA
  - Rated for continuous output at maximum current rating.
- Digital outputs:
  - Provided with (4) solid state controlled outputs
    - Less than 0.1ms pickup/dropout time

        - 0.5A @ 250VAC make/break capability
        - 600VDC isolation
    - Provided with (4) relay-controlled outputs
        - Rated 8A at 300VACNDC make/break capability
        - Less than 10ms pickup/dropout time
- Low Level Outputs:
    - Provided with (12) low level output sources
    - Capable of outputting DC and AC signals ranging from 1Hz to 3kHz
    - Peak voltage output is 10V
- Analog/Binary inputs:
    - Provided with 10 inputs
    - Each input must be programmable to receive and measure analog/AC input signals as well as monitor a binary input signal
    - Each input must be scalable to measure 0-100mV, 1V, 10V 100V, and 600V
    - Inputs must be 600V CAT IV rated
    - Sample rate must be 10kHz for each input, 100us resolution
    - Each input must have an adjustable trigger level in software
    - Input impedance: 150kO
- Analog DC inputs:
    - Separate inputs from analog/binary inputs mentioned before
    - (1) input for measuring a 20mA DC instrumentation signal
    - (1) input for measuring a 10VDC instrumentation signal
- Time synchronization:
    - Internal time clock must have a frequency drift less than 0.37ppm/24hrs
    - Timing accuracy of <5us with external devices
    - Capable of hosting a PTP time server
    - Provided with an RF level input for an external GPS antenna: SMA, N-type, TNC, or BNC; or provided with an adapter to fit these types
    - Capable of receiving and transmitting IRIG-B signals via a ST multimode fiber-optic female port or supplied adapter
- The test set must be supplied with the following test leads. All test leads must be 1000V cat III/600V Cat IV rated dual insulation with inner layer being a contrasting color to provide indication if there is damage or wear on the lead assembly and plugs/jacks must be safety rated:
    - (6) black and (6) red, 6 foot test leads with 4mm safety banana jack plugs, male and female end
    - (12) flexible terminal block to 4mm jack adapters, black, male
    - (4) black flexible male 4mm jumper wires, 2.4in
    - (6) black and (6) red test lead adapters for test leads mentioned above with retractable lead sleeve, 4mm female
    - (1) grounding cable with clamp and cable lug, green, 20 foot length

    - Soft bag for test leads
    - (12) narrow terminal block to 4mm jack adapters, black, male
    - (12) test lead alligator clips, insulated, 4mm male
    - (1) combination cable to interface with combination socket on relay tester if tester is provided with socket, black, blue, red, yellow wires
- Test set must be provided with 1 heavy duty transport case, approved by the relay test set manufacturer:
    - Wheels and extendable handle
    - Provide protection against dust, water, and mechanical damage
    - Must be able to contain all test leads mentioned above with relay test set
    - Contains locking latches
- Relay test set must be fully controllable and programmable via supplied programming and interface software
- All inputs and outputs must have universal 4mm safety-rated banana jacks, 1000V CAT III/600V CAT IV
- The relay test set must incorporate a built-in grounding stud to bond it to the system ground with a ground lead
- Must be capable of recording all digital and analog input/output sources simultaneously

- Item 2: Relay Test Set Expansion/Amplifier Module
- Internal Power Supply:
    - 100-240VAC input@ 50/60Hz with standard IEC socket
- Operating/storage environment conditions:
    - Ambient operating temperature: +32F to +122F
    - Storage temperature: -13F to +158F
    - Ambient operating humidity: 5-95% relative
- Computer Communication Capabilities:
    - Ethernet communication port
    - USB type B port
- Must be UL Listed
- Must be FCC compliant
- Must weigh less than 50lbs
- Directly compatible with Item 1. Communicates and is controlled directly by Item 1 via low level signals and ethernet cable
- Provides (1) additional three phase voltage output meeting the same AC voltage output specifications as Item 1
- Provides (2) additional three phase current outputs meeting the same AC current output specifications as Item 1
- Outputs must be capable of being paralleled with the outputs on Item 1 to increase output current and voltage test capability
- Must be the same manufacturer as the Relay Test set and be a specified compatible accessory

- Provided with the following test leads. Leads must be 1000V cat III/600V Cat IV rated dual insulation with inner layer being a contrasting color to provide indication if there is damage or wear on the lead assembly and plugs/jacks must be safety rated
    - (6) black and (6) red, 6 foot test leads with 4mm safety banana jack plugs, male and female end
    - (12) flexible test lead adapters with retractable lead sleeves
    - (12) flexible terminal strip adapters, black
    - (4) flexible male-male 4mm flexible jumpers, 2.4" length, black
- Must be provided with 1 heavy duty transport case, approved by the manufacturer:
    - Wheels and extendable handle
    - Provide protection against dust, water, and mechanical damage
    - Must be able to contain all test leads mentioned above and expansion module
    - Contains locking latches

- Item 3: Relay Test Software
- Provide programming and interface software for the relay test set
- The software must be:
    - Provided directly from the test set manufacturer
    - Provided in full either on a USB flash drive or external USB Hard Drive
    - Provided with a perpetual license, transferrable between computers without the need for internet access
    - Able to interface with all input and output sources of the relay test set
    - Capable of recording input and output sources at the mentioned resolution, exportable to a *.csv file type for record keeping
    - Be the complete, full, professional version of the software package available with the relay test set
- The Software test features must include:
    - Automatic test plans (including configuration steps) for common protective relays, specifically Schweitzer Engineering and General Electric protective relays, both electromechanical and electronic
    - The ability to perform manual tests on relays
    - Sequence logger between test set's outputs and inputs for determining attached relay's operating times
    - Oscilloscope for displaying operating times with playback feature. These times must be able to be saved in a format to be opened in the future, as well as being exported to a *.csv file type
    - Ability to generate output waveforms with imposed harmonics
    - Ability to compensate for circuit breaker delay timing
    - Have ramp and pulse ramp output and measuring capabilities
    - Test positive, negative, and zero sequence overcurrent characteristics
    - Simulate line distance faults for distance relaying
    - Simulate VI curves for distance relays

- Test reclosure functions on relays
- Advanced differential protection characteristics and test inrush blocking on relays
- Provided with a means for testing and verifying annunciation on attached relays
- Advanced power and power quality tests and visualization for power quality and revenue relays
- Ability to simulate ground faults and transients on attached relays
- Ability to verify synchronization abilities of generator protection/synchrocheck relays
- Ability to test and verify accuracy of multifunction energy meters
- Ability to simulate power quality events
- Fully programmable custom simulation events
- Ability to take analog measurements and transient records
- Full ability to update the software and firmware on the relay test set

- Item 4: Accessories
- Interface Cables
  - (2) 10' ethernet patch cable
  - (2) 10' USB connection cable, type B to type A
  - If item 1 or item 2 are provided with a DB9 serial port, provide a serial to USB converter
- Supplied with (2) removable 10 food power cords compatible with item 1 and item 2 for plugging into a standard 125VAC NEMA 5-15R receptacle
- (3) Current Clamp Probes
  - Must be an active-style current clamp with 9 volt battery power supply
  - Must be capable of measuring DC current and AC RMS current waveforms up to 10kHz
  - Must have positive and negative universal banana leads to interface with test set
  - Current measurement range 5mA to 80A with selector switch to select scale. Output must be in levels of millivolts per measured amps
  - Capable of clamping onto cable ~0.5inches in diameter
- CT Polarity checker
  - Injects signal into the primary of a CT, synced with the relay test set to verify correct polarity of a current transformer
  - Battery powered by 1.5V AA's

- Item 5: Training Session
- Provide (1) technician, an employee of the test-set manufacturer or certified directly by the manufacturer, to train personnel on the use of the relay test set provided in this contract
- Training session must be at a minimum of 8 hours in length
- Must be in person at Little Goose Lock and Dam
- Must include travel and per-diem to Little Goose Lock and Dam for the training session
- Must be coordinated in advance with Little Goose personnel
- Must occur within 12 months of the delivery of the relay test set and not before delivery

- Must cover the following:
  - Initial setup and configuration of the relay test set
  - Overview of operation of the relay test set
  - Overview of the relay test set software
  - Overview of each test the relay test set can perform
  - General maintenance procedures on the relay test set
- Must provide training materials including:
  - Informational booklets/Cheat Sheets
  - Devices to demonstrate tests performed by the relay test set

5) WARRANTY

The above-mentioned equipment must be covered by a standard manufacturer warranty not less than 12 months in duration from date of delivery with no cost to the Government.

6) EQUIPMENT INFORMATION

Prior to contract acceptance, the successful offeror must supply, for Government approval, manufacturer's product datasheets for all sizes and types of materials covered under this contract. This information must include factory test results on the equipment as well as calibration certifications from a third party.

7) OPERATION INSTRUCTIONS

The successful offeror must supply a physical copy of the manufacturer's operation instructions for the relay test set and software. These instructions must also contain recommended maintenance procedures for the relay test set.

8) SHIPMENT AND DELIVERY

All items must be delivered FOB Destination to Little Goose Dam within 25 weeks of award. The successful offeror must be responsible for packing and shipping the components in a manner that will ensure undamaged and complete arrival to Little Goose Dam. No shipments are allowed other than normal business hours of Monday-Thursday 7:00 AM-3:00PM, excluding holidays.

All shipments and invoices must be delivered to:

Little Goose Dam

Attn: Little Goose Tech Section

1001 Little Goose Dam Road Dayton, WA 99328

Ph. (509) 404-3259 / (509) 404-3279

*** END OF NARRATIVE ***

Requirements

LGA Protective Relay Test Set

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Acceptance Location Acceptance Destination Instructions: All items shall be delivered FOB within TWENTY-FIVE (25) WEEKS of award. DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0002	Acceptance Location Acceptance Destination Instructions: All items shall be delivered FOB within TWENTY-FIVE (25) WEEKS of award. DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0003	Acceptance Location Acceptance Destination Instructions: All items shall be delivered FOB within TWENTY-FIVE (25) WEEKS of award.

	DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0004	Acceptance Location Acceptance Destination Instructions: All items shall be delivered FOB within TWENTY-FIVE (25) WEEKS of award. DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES
0005	Acceptance Location Acceptance Destination Instructions: All items shall be delivered FOB within TWENTY-FIVE (25) WEEKS of award. DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** From date of lead time event to delivery 25 Weeks Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0002	**Delivery Schedule** From date of lead time event to delivery 25 Weeks Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS

	WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0003	**Delivery Schedule** From date of lead time event to delivery 25 Weeks Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0004	**Delivery Schedule** From date of lead time event to delivery 25 Weeks

	Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0005	**Delivery Schedule** From date of lead time event to delivery 25 Weeks Date of Award **Quantity** 1 Each **Address and POC** Ship To DoDAAC: 960500 CountryCode: USA ARMY CORPS OF ENGINEERS WALLA WALLA DIST EASTERN PROJECT, 1001 LITTLE GOOSE DAM RD DAYTON, WA 99328 UNITED STATES **Special Handling/Notes** FoB Details

	Party to Pay Transportation Cost: Contractor Point Type: Destination

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.226-8	Encouraging Contractor Policies	2024-05		

	to Ban Text Messaging While Driving.	
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident	2024-05		

	Reporting.	
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.246-7008	Sources of Electronic Parts.	2023-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S. C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S. C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part

33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to

the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor

will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S. C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

by reference into the contract.

(End of clause)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the

Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code 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)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.211-7003	Item Unique Identification and Valuation.	2023-01		

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

batch number.

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or batch number within the enterprise identifier.

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(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

____ ____

____ ____

____ ____

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

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

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

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

Identifier and Application Identifier Standard.

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

as follows:

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

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

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

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

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

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

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.201-7000	Contracting Officer's Representative.	1991-12
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7048	Export-Controlled Items.	2013-06
252.233-7001	Choice of Law (Overseas).	1997-06
252.243-7001	Pricing of Contract Modifications.	1991-12

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.252-2	Clauses Incorporated by Reference.	1998-02		

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	2019-12		

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(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.

(End of provision)

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7000	Buy American--Balance of Payments Program Certificate.	2024-02

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

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

Line Item Number	Country of Origin (If known)	Exceeds 55%

Domestic Content (yes/no)

____	____	____
____	____	____
____	____	____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06		

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes

regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)