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 31
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA561326Q0029	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Sujin Hawkins		b. TELEPHONE NUMBER (no collect calls) 676-8071	8. OFFER DUE DATE/ LOCAL TIME 24 Jun 2026 04:00 PM

9. ISSUED BY CODE: FA5613

FA5613 700 CONS PK
AF BPN NO MILSBILLS PROCESSES, UNIT 3076
APO, AE 09021-3076
UNITED STATES
Sujin Hawkins, Email: carleen.clinger@us.af.mil Telephone: 676-8071
Carleen Clinger, Email: carleen.clinger@us.af.mil Telephone: 676-8071

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333922

SIZE STANDARD: 500

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a.THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM-DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE:

See Schedule

16. ADMINISTERED BY CODE:

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE:

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE:

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT (For Government Use Only)

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Solicitation/Contract Form

721 APS Baggage Conveyor System

721 APS Baggage Conveyor
Product Service Code: 3910

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	System Design Complete, Building The Contractor shall provide a complete system design in accordance with the specifications set forth in the Appendix _SOW_Cover Purchase Description (PD) and Appendix C_AF DRAWING BRM1B5-01. Note: The requirement includes mandatory travel to attend a post-award conference at Ramstein Air Base, Germany (NOT GOVERNMENTFUNDED) Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Outbound Baggage Conveyor The Contractor shall manufacture and deliver a complete outbound baggage conveyor system in accordance with the Appendix _SOW_Cover PD paragraph 3.1.1., Appendix A_SOW_Outbound Baggage Conveyor and Appendix C_AF Drawing BRM1B5-01. All equipment, operation and maintenance manuals, and illustrated parts breakdown shall be provided in accordance with Appendix _SOW_Cover PD paragraph 3.4. Documentation and Table 2 - Distribution of Data Requirements. Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		
0003	Removal and Disposal of Existing Equipment The Contractor shall provide all labor, materials, and equipment necessary to remove and dispose of the existing outbound baggage conveyor system in accordance with the Appendix _SOW_Cover PD paragraph 3.1.2., Appendix B_SOW_Existing Equipment Removal, and Appendix C_AF DRAWING BRM1B5-01. Disposal must occur off-base following all applicable US, Department of the Air Force, and local laws including German. Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		
	System Installation & Quality Conformance Test Complete The Contractor shall provide all labor, materials, and equipment to install the outbound baggage in accordance with the Appendix _SOW_Cover PD Section 3.3, Appendix A_SOW_Outbound Baggage Conveyor, and Appendix C_AF DRAWING				

0004	BRM1B5-01. At the completion of the System Checkout Test, performed in accordance with the requirements of the Appendix _SOW_Cover PD paragraph 4.2.1. System Checkout Test, the Contractor shall submit to the Contracting Officer (CO) or authorized government representative the required equipment certifications and the written certification that the system has passed the requirements of the System Checkout Test. The Quality Conformance Test shall be performed in accordance with the Appendix _SOW_Cover PD paragraph 4.2.2. Quality Conformance Test. The contractor shall perform all orientation prior to the start of the quality conformance test in accordance with Appendix _SOW_Cover PD paragraph 3.5. Orientation. Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		
0005	System Reliability Test Complete & Acceptance The Contractor shall demonstrate that the system meets all final performance and reliability standards in accordance with the Appendix _SOW_Cover PD section 4.2.3. Reliability Demonstration Test. This test phase begins immediately following the successful completion of the Quality Conformance Test. This includes submission of the as-built drawings identified in paragraph 3.4.6. As-Built Drawings of the Appendix _SOW_Cover PD and other technical documents as listed in the attachments and includes final acceptance of the system by theGovernment. Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		
0006	System Data The Contractor shall deliver all data items in accordance with Appendix _SOW_Cover PD paragraph 3.4 Documentation through 3.4.5. As-Built Drawings, Appendix _SOW_Cover PD Table 2 Data Requirements, and paragraphs 4.2 and 4.3 of Appendix A_SOW_Outbound Baggage Conveyor. This CLIN is Not Separately Priced(NSP). Product Service Code: 3910 Pricing Arrangement: Firm Fixed Price	1	Each		

Description/Specifications/Statement of Work

Requirements

721 APS Baggage Conveyor

Packaging and Marking

The contractor is responsible for shipping all materials at its expense and shall use the following shipping and packaging information:
Ship To:
721 APS/TROP
Building 3333
Ramstein Air Force Base, Germany 66877

Note: Add to the shipping label the verbiage,

"To be offloaded and opened by the Contractor or Contractor's Representative."
In addition, the following information should be included on the shipping label:

MARK FOR: _____

Contractor Name
Contractor or Contractor Representative Name
Local Commercial Phone Number
Building Number

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445
0002	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445
0003	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445
0004	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445
0005	Inspection and Acceptance Location

	Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445
0006	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to delivery 120 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to delivery 270 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to delivery 300 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to delivery 330 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination
0005	Delivery Schedule From date of lead time event to delivery 360 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination
0006	Delivery Schedule From date of lead time event to delivery 390 Calendar Days Date of Award	1 Each	Ship To DoDAAC: F3NT07 CountryCode: USA 721 APS FMB AF BPN NO MILSBILLS PROCESSES, UNIT 3295 ATTN TR APO, AE 09094-3334 UNITED STATES Angel Soto Email: angel.soto.2@us.af.mil Telephone: 4906371464445	FoB Details Contractor Destination

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in 232.7004 (b), use the following clause: WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization. "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system. "Payment request" and "receiving report" are defined in the clause at 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.
(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.
(c) WAWF access. To access WAWF, the Contractor shall-- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:(1) Document type. The Contractor shall submit payment requests using the following document type(s):(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher. (ii) For fixed price line items-- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
Invoice and Receiving Report (Combo) - Commodities (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
Invoice 2-in-1 - Services
Construction and Facilities Management Invoice
If you select "Construction and Facilities Management Invoice" an Inspector and Acceptor need to be assigned.
(iii) For customary progress payments based on costs incurred, submit a progress payment request. (iv) For performance-based payments, submit a performance-based payment request. (v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract. [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.] Contractor: Select "EDA" on the entry page to pre-populate the data when creating a new document/invoice.
(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	__F87700__
Issue By DoDAAC	_FA5613___
Admin DoDAAC	__FA5613__
Inspect By DoDAAC	_F3NT07___
Ship To Code	_F3NT07___
Ship From Code	_N/A___
Mark For Code	__N/A__
Service Approver (DoDAAC)	__F3NT07__
Service Acceptor (DoDAAC)	_F3NT07___
Accept at Other DoDAAC	_N/A___
LPO DoDAAC	_N/A___
DCAA Auditor DoDAAC	_N/A___
Other DoDAAC(s)	_N/A___

- The Acceptor must fill-in the AAI and SDN fields: > AAI (Agency Accounting Identifier) = paying office, i.e. 387700 for DFAS Limestone (part of the LoA (Long Line of Accounting) > SDN (Standard Document Number) is the Contract/TO Number.

(4) Payment request.

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

IMPORTANT: - Funded SubCLINs shall be invoiced if part of the contract and EUR and $ amounts must be referenced in the description field of each Info-SubCLIN.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F. - Foreign vendors must enter their banking information on the HEADER tab. Banking data can be added to the PIEE database to automatically complete the respective fields.

- EC VAT FORMS (ELECTRONIC VALUE ADDED TAX FORM) / ELEKTRONISCHE ABWICKLUNGSSCHEINE:

The completed EC VAT form can be downloaded from the PIEE/MyInvoice module. A YouTube tutorial is available in English and German language: https://www.youtube.com/watch?v=6XCjhhakvUU. If the contract and/or the eVAT Form is not showing in MyInvoice, you must contact DFAS EUROPE: Customer Service Inquiries, COMM: 011-49-631-7106-8829, DSN: 324-206-8829, or via email: DFAS-EUROPE-CUSTOMERSERVICE@MAIL.MIL. Always quote the contract and invoice number for inquiries.

(6) Unit Acceptors. Each unit should have at least two (2) active acceptors, and if required, inspectors. The following POCs need to be included in the email traffic after invoice submission in WAWF:

TSgt Daniel Craft, daniel.craft.1@us.af.mil and SSgt Angel Soto, angel.soto.2@us.af.mil

(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:

700 CONS/eCommerce Team, 700cons.pkp.ecommerce@us.af.mil. (2) Contact the WAWF helpdesk at 866-618-5988, if technical assistance is needed. (3) For PAYMENT ISSUES contact DFAS Columbus Customer Care Center: - AskDFAS Module: https://corpweb1.dfas.mil/askDFAS/custMain.action?mid=5300 and submit a ticket - Phone: +1-800-756-4571.

(End of clause)

Special Contract Requirements

Ombudsman

(a) 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.
(b) 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).
(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman,

Mr. Alex Hight AFICC/KU, UNIT 3103, APO, AE 09094-3103 AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: alex.hight@us.af.mil Tel: Comm: (49) 6371-47-2209 DSN: (314)480-2209

Alternate: Mr. Alexander Larsen AFICC/KU, UNIT 3103, APO, AE 09094-3103 AFICC/KU, Geb 404, Flugplatz Ramstein, 66877 Ramstein-Miesenbach, Germany

E-mail: alexander.larsen.1@us.af.mil Tel: Comm: (49) 6371-47-5938 DSN: (314)480-5938

(d) The ombudsman has no authority to render a decision that binds the agency.
(e) 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.

Contractor Access to Air Force Installations

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base

identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and < >to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with citing the appropriate paragraphs as <> applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFMAN 10-206 for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.

() Failure to comply with these requirements may result in withholding of final payment.

Contract Clauses

RFO Provisions Incorporated by Full Text:

52.229-11 Tax on Certain Foreign Procurements--Notice and Representation.

As prescribed in 29.402-3(a), insert the following provision:

Tax on Certain Foreign Procurements--Notice and Representation (Date)

(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)

RFO Clauses Incorporated by Reference:

52.229-12 Tax on Certain Foreign Procurements

R-DFARS Provisions Incorporated by Reference:

252.209-7021Prohibition Relating to Conflicts of Interest in Consulting Services--Certification

252.219-7000 Advancing Small Business Growth

252.225-7000 Buy American--Balance of Payments Program Certificate

252.225-7035 Buy American--Free Trade Agreements-Balance of Payments Program Certificate

R-DFARS Provisions Incorporated by Full Text:

252.225-7020 Trade Agreements Certificate. Basic. As prescribed in 225.601(5), use the following provision: TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014) (a) Definitions. "Designated country end product," "non designated country end product," "qualifying country end product," and "U.S.-made end product" as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.(b) Evaluation. The Government--(1) Will evaluate offers in accordance with the policies and procedures of Part225 of the Defense Federal Acquisition Regulation Supplement; and(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--(i) There are no offers of such end products;(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or(iii) A national interest waiver has been granted.(c) Certification and identification of country of origin.(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.(2) The following supplies are other non designated country end products:

R-DFARS Clauses Incorporated by Reference

252.204-7020 DoD Assessment Requirements

252.204-7021 Cybersecurity Maturity Model Certification Requirements

252.204-7022 Expediting Contract Closeout

252.204-7023 Reporting Requirements for Contracted Services

252.205-7000 Provision of Information to Cooperative Agreement Holders

252.211-7008 Use of Government-Assigned Serial Numbers

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

252.225-7001 Buy American and Balance of Payments Program

252.225-7036 Buy American--Free Trade Agreements--Balance of Payments Program

252.229-7014 Contracts with Foreign Persons

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel

252.237-7019 Training for Contractor Personnel Interacting with Detainees

252.225-7041 Correspondence in English.

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

252.244-7000 Subcontracts for Commercial Products and Commercial Services

252.247-7028 Application for U.S. Government Shipping Documentation/Instructions

R-DFARS Clauses Incorporated by Full Text

252.229-7001 Tax Relief. (Alternate I) (Apr 2020) Alternate I (Apr 2020)

Alternate I. As prescribed in 229.402-70(a) and (a)(2), use the following clause, which adds a paragraph (d) not included in the basic clause:
TAX RELIEF-ALTERNATE I (APR 2020)
(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: VAT RATE (PERCENTAGE): 19

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.
(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.
(End of clause)

252.211-7003 Item Unique Identification and Valuation.

As prescribed in 211.274-5 (a), use the following clause:

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.

All items must comply with the following specific marking and shipping requirements:

1. Shipping Address:
721 APS/TROP
Building 3333
Ramstein Air Force Base, Germany 66877

2. Required Shipping Label Verbiage:
The following statement must be clearly printed on the shipping label:
"To be offloaded and opened by the Contractor or Contractor's Representative."

3. Additional Required Label Information:
MARK FOR:_____
Contractor Name
Contractor or Contractor Representative Name
Local Commercial Phone Number
Building Number

(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)

RFO Clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)* and RFO Clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* apply to this contract if the SOW will be performed by U.S. Citizens or foreign nationals hired within the U.S.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7021	Trade Agreements.	Feb 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.233-7001	Choice of Law (Overseas).	Jun 1997
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010
252.246-7008	Sources of Electronic Parts.	Jan 2023
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

DFARS Clauses Incorporated by Full Text

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. " United States ," as used in this clause, means, the 50 States, the District of Columbia , and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from ____(Contracting Officer to insert applicable information cited in PGI 225.372-1 (DFARS/PGI view)).

(End of clause)

252.236-7001 Contract Drawings and Specifications. (Aug 2000)

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
__AF DRAWING BRM1B5-01__	_Appendix C_AF DRAWING BRM1B5-01___	__01__
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

List of Attachments

Appendix _SOW_Cover Purchase Description

Appendix A_SOW_Outbound Baggage Conveyor

Appendix B_SOW_ Existing Equipment Removal

Appendix C_AF DRAWING BRM1B5-01

Appendix D_Checklist_Summary_Pricing

Appendix E_Addendums

Appendix 7_Past Performance Questionnaire

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7031	Secondary Arab Boycott of Israel .	Jun 2005		
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.	Dec 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products. (Feb 2021)

Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

(a) Definition.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(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.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services- (May 2021)

Representation.

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

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

Please see Appendix E_Addendum for Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses 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.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	May 2024		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Evaluation Factors for Award

Please see Appendix E_Addendum for Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

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

price, technical, and past performance. *Evaluation factors other than price when combined are approximately equal to price*

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

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

(End of provision)