SOLICITATION, OFFER, AND AWARD	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700	RATING	PAGE 1 OF 31

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	FA857926R0005	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		F3QCBJ6014A001

7. ISSUED BY CODE FA8579

FA8579 SOFTWARE SPRT AFSC PZIM
BLDG 255 CP 478 926 7509, 235 PERRY ST
ROBINS AFB, GA 31098-1672
UNITED STATES
Marci Ross, Email: marci.ross.1@us.af.mil Telephone: 1-730-327-5053
Lasonia Anderson, Email: lasonia.anderson@us.af.mil Telephone: 478-926-3259

8. ADDRESS OFFER TO *(If other than Item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in __ until 12:00 PM local time 17 Mar 2026 . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*	C. EMAIL ADDRESS
	Marci Ross	(730) 327-5053	marci.ross.1@us.af.mil

11. TABLE OF CONTENTS

☒	SECTION	DESCRIPTION	PAGE(S)	☒	SECTION	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				*PART II - CONTRACT CLAUSES*	
☒	A	SOLICITATION/CONTRACT FORM	1-2	☒	I	CONTRACT CLAUSES	11-20
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			*PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS*	
☒	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4	☒	J	LIST OF ATTACHMENTS	21
☒	D	PACKAGING AND MARKING	5			*PART IV - REPRESENTATIONS AND INSTRUCTIONS*	
☒	E	INSPECTION AND ACCEPTANCE	5-6	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	22-28
☒	F	DELIVERIES OR PERFORMANCE	7-8				
☒	G	CONTRACT ADMINISTRATION DATA	9-10	☒	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
☒	H	SPECIAL CONTRACT REQUIREMENTS	11	☒	M	EVALUATION FACTORS FOR AWARD	31

OFFER ***(Must be fully completed by offeror)***

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	10 CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER ()	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD ***(To be completed by Government)***

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified):*	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

COMPUTER GENERATED
Previous edition is NOT usable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA-FAR (48 CFR) 53.214(c)

Created On:
18 Feb 2026, 13:40 PM Central Standard Time

Section A - Solicitation/Contract Form

12108 - Next-Gen OPIR Polar Gap Analysis

NAICS: 541330
Size Standard: USD 25,500,000.00 Annual receipts

Product Service Code: R425

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	CLIN 0001: DESC - Next-Gen OPIR Polar (NGP) Gap Analysis TIMS meetings per the PWS, dated Jan 15, 2025. Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	CDRL A001 Presentation Materials Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Each	Not Separately Priced	
0003	CDRL A002 Meeting Minutes Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Each	Not Separately Priced	
0004	CDRL A003 Status Report Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Each	Not Separately Priced	

Section C - Description/Specifications/Statement of Work

The primary task for Northrop Grumman Corp, herein known as the Contractor, is to prepare for and support Technical Interchange Meetings (TIM)s with USAF AFSC SW Directorate and their representatives (SWEG), herein known as the Customer. Their joint objective is to develop a best plan for establishing Organic Depot capabilities for OPIR NGP Software Maintenance.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0002	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0003	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0004	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) or Performance Work Statement (PWS) for Acceptance/inspection criteria. DoDAAC: F3QCBJ CountryCode: USA

	F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award Period of Performance From 01 Apr 2026 To 31 Mar 2027	1 Lot	Service Performance Site DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0002	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award Period of Performance From 01 Apr 2026 To 31 Mar 2027	1 Each	Service Performance Site DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0003	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award Period of Performance From 01 Apr 2026 To 31 Mar 2027	1 Each	Service Performance Site DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777
0004	Delivery Schedule From date of lead time event to delivery 180 Calendar Days Date of Award Period of Performance From 01 Apr 2026	1 Each	Service Performance Site DoDAAC: F3QCBJ CountryCode: USA F3QCBJ 402 SWEG MXDSR AF BPN NO MLSBLS PROC CP4783277415, 280 BYRON ST BLDG 229C ROBINS AFB, GA 31098-1610 UNITED STATES Angela Walker Email: angela.walker.8@us.af.mil Telephone: 4784976777

	To 31 Mar 2027		

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

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.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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 2in!

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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.]

(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	F03000
Issue By DoDAAC	FA8579
Admin DoDAAC	FA8579
Inspect By DoDAAC	F3QCBJ
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	F3QCBJ
Service Acceptor (DoDAAC)	F3QCBJ
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

Primary: Matthew Fialkowski, matthew.fialkowski.2@us.af.mil 801-721-9556, WAWF Acceptor Alternate: Garry Navas, garry.navas@us.af.mil, 801-777-4413

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

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

(End of clause)

Section H - Special Contract Requirements

Section I - Contract Clauses

Next " " Previous

52.247-34 F.o.b. Destination.

As prescribed in 47.303-6(c), insert the following clause:

F.o.b. Destination (Jan 1991)

(a) The term "*f.o.b. destination*," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which *shipment* can be made) is located; and

(2) *Supplies shall* be delivered to the destination consignee's wharf (if destination is a port city and *supplies* are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government *shall* not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the *supplies* to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, *supplies shall* be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, *supplies shall* be delivered to truck tailgate at the unloading platform of the consignee, except when the *supplies* delivered meet the requirements of Item568 of the National Motor *Freight* Classification for "heavy or bulky *freight*." When *supplies* meeting the requirements of the

referenced Item568 are delivered, unloading (including movement to the tailgate) *shall* be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or *freight* forwarded for less than carload *shipments*, the contractor *shall* ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor *shall*-

(1)

(i) Pack and mark the *shipment* to comply with contract specifications; or

(ii) In the absence of specifications, prepare the *shipment* in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the *shipment* in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the *shipment* by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems.

As prescribed in 4.1903 , insert the following clause:

Basic *Safeguarding* of *Covered Contractor Information Systems* (Nov 2021)

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

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

Federal contract information means *information*, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including *information* provided by the Government to the public (such as on public websites) or simple transactional *information*, such as necessary to process payments.

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

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

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

(b) *Safeguarding* requirements and procedures.

(1) The Contractor *shall* apply the following basic *safeguarding* requirements and procedures to protect *covered contractor information systems*. Requirements and procedures for basic *safeguarding* of *covered contractor information systems shall*&

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format.	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation)	Feb 2026		
52.222-3	Convict Labor. (Deviation)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation)	Feb 2026		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.230-2	Cost Accounting Standards. (Deviation)	Feb 2026		
52.230-6	Administration of Cost Accounting Standards. (Deviation)	Feb 2026		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		

52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed Price. (Deviation)	Feb 2026		
52.243-1	Changes-Fixed Price. (Deviation) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.244-5	Competition in Subcontracting.	Aug 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		

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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7022	Expediting Contract Closeout.	May 2021		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
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		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-23 Execution and Commencement of Work. (Apr 1984)

Execution and Commencement of Work (Apr 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than ____[insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

52.216-24 Limitation of Government Liability. (Apr 1984)

Limitation of Government Liability (Apr 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding ____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is ____ dollars.

(End of clause)

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

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

(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)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation) (Alternate I) (Feb 2026) Alternate I (Feb 2026)

Alternate I (Feb 2026) (Deviation). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
____	____
____	____
____	____

[Contracting Officer to insert NAICS codes.]

52.244-2 Subcontracts. (Jun 2020)

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

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

_____

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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):

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

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 ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 AFSC-ROBINS Ombudsman (Jul 2023)

(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, Ms. Nicole R Furlough, AFSC/PK, 480 Richard Ray Boulevard Robins AFB, GA 31098, Phone: (730) 326-6576, nicole.furlough@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(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.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	PWS	Performance Work Statement		28 Oct 2025	
02	CDRL A001 Presentation Materials	Contract Data Requirements List (CDRL)		22 Dec 2025	
03	CDRL A002 Meeting Minutes	Contract Data Requirements List (CDRL)		22 Dec 2025	
04	CDRL A003 Status Report	Contract Data Requirements List (CDRL)		22 Dec 2025	
05	QASP-GAP	QASP		28 Oct 2025	

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	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		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
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		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024

FAR Clauses Incorporated by Full Text

52.209-7 Information Regarding Responsibility Matters. (Deviation) (Feb 2026)

Information Regarding Responsibility Matters (Feb 2026) (Deviation)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation) (Feb 2026)

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the

determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation) (Feb 2026)

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) [ ] Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official),

as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) [ ] Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) [ ] Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) [ ] Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

(End of provision)

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.233-2	Service of Protest. (Deviation)	Feb 2026		
52.237-1	Site Visit.	Apr 1984		

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		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Deviation) (Feb 2026)

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a ____[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

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):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

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 ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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)

Section M - Evaluation Factors for Award