SOLICITATION/CONTRACT

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

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

RATING: **DO: A1**

PAGE OF

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE	6. SOLICITATION ISSUE DATE
		SPRTA1-26-R-0239	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	1 MAY 2026

7. ISSUED BY CODE **SPRTA1**

DLA WEAPONS SUPPORT AT OKLAHOMA CIT
DLR PROCUREMENT OPERATIONS (AO)
3001 STAFF DRIVE
TINKER AFB OK 73145-3070
BUYER: Dillon Endecott/AOAB
dillon.endecott.1@us.af.mil
Phone: (445) 737- 3194

NO COLLECT CALLS

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATI SYSTEM (NAICS): **336412**

SIZE STANDARD: **1,500**

9. *(Agency Use)*

LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL **10-JUN-2026 2:00PM**

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

☒ SUPPLIES ☐ SERVICES **Aircraft Engine and Engine Parts Manufacturing**

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

12. ADMINISTERED BY CODE

SCD:B

13. CONTRACTOR OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER ____ UNIQUE ENTITY IDENTIFIER ____

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

14. PAYMENT WILL BE MADE BY CODE

(SEE ESP CLAUSE 252.232-7003.)

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

15. PROMPT PAYMENT DISCOUNT

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

17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days. **New Manufacture - Surplus is "NOT AUTHORIZED" for this procurement** **Early Delivery Acceptable / Critical Safety Item / IUID Required** **SEE LINE ITEM SCHEDULE**			**Total**	

23. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

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

$

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. ☒

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

27. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

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

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

FROM:

AFFIX
STAMP
HERE

TO:

ATTN: Dillon Endecott/AOAB
DLA WEAPONS SUPPORT AT OKLAHOMA CIT
DLR PROCUREMENT OPERATIONS (AO)
3001 STAFF DRIVE
TINKER AFB OK 73145-3070

SOLICITATION NUMBER SPRTA126R0239

DATE AND LOCAL TIME 10 JUN 2026 2:00 PM

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

Quantity Range Note: The current required estimated quantity is **100 ea.** However, the required quantity may change therefore contractor shall provide proposed prices to the following ranges. If the quantity ranges provided in this solicitation do not provide the best pricing option then the contractor shall submit quantity ranges that yield the best prices to the Government based on the Min quantity of **75 ea.** and Max quantity of **150 ea.** See Clause 52.207-4. The quantity of this solicitation will be reevaluated upon receipt of the contractor's proposal.

The Final fixed-quantity of this requirement is at the sole discretion of the Government and the Government reserves the right to award no contract at all depending on the quality and prices of proposal(s) received. The final buy quantity will be reevaluated and determined upon receipt of proposal(s) and the closing date of the Solicitation.

PRICING NOTE 1: If certified cost and pricing data is required to determine a fair and reasonable price, the contractor will submit along with the proposal IAW 15-408 Table 15-2. If offeror does not comply with the requirement to submit data for a contract or subcontract in accordance IAW FAR 15.403-3(a)(4), and DFARS 252.215-7009 they will be considered ineligible for award

PRICING NOTE 2: Any NRE expenses shall be proposed separately. NRE expenses as defined by FAR 17.106-1(c)(2) shall be submitted at time of proposal submission. If offeror does not comply with a requirement to submit data for a contract or subcontract in accordance IAW FAR 15.403-3(a)(4), they will be considered ineligible for award.

PRICING NOTE 3: If uncertified cost and pricing data is required to determine a fair and reasonable price, the contractor will submit along with proposal submission IAW FAR 15-403-3. As specified in Section 808 of Public Law 105-261, an offeror who does not comply with a requirement to submit information for a contract or subcontract in accordance with paragraph (a)(1) of this subsection and Strom Thurmond Act is ineligible for award.

PRICING NOTE 4: The Government will not pay excessive pass-through charges IAW FAR 52.215-22. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

PRICING NOTE 5: Please include your company's Subcontracting Plan when submitting the proposal, if applicable.

DLAD Procurement Notes

C01 Superseded Part Numbered Items (FEB 2025)

When the award identifies supplies by manufacturer's name, Commercial and Government Entity (CAGE) code, and part number, the specified item(s) are the only item(s) acceptable under this contract. If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance

in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective April 3, 2025 2 this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation (i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance. (ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection- AvoidanceProgram/>). (iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

H04 Sourcing for Critical Safety Items (APR 2024)

The contractor procuring, modifying, repairing, or overhauling a critical safety item shall only use a source approved by the head of the design control activity.

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

New Manufacture

Critical Safety Item (CSI)

Item No.
0001

Firm Fixed Price

From Quantity	U/I	To Quantity	Unit Price
100	EA		

Quantity Range
A

75	EA	99	EA

Quantity Range
B

100	EA	150	EA

CLIN	ACRN	ACRN Total
0001	AA	

NSN: 2840-01-049-1153 OJ
LINER,COMBUSTION CH
Serves to contain combustion for engine operation.
Corrosion Resistant Steel

Manufacturer	Part Number	Alt Part Number
63005	23058707	6894068
66905	6894068	

Associated Document(s)	Line Item(s)
FD20302600776	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection
Buy American Act/Balance of Payments Program
IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

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

Class I ODS Substance	Application/Use	Quantity
None	N/A	N/A

Type / Ship To	PACRN	Mark For
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09

New Manufacture

Critical Safety Item (CSI)

	A SW3211		PAA	ACCT 09	
	A SW3211		PAA	ACCT 09	
	Type / Ship To	Quantity (U/I)	On or Before		Req No / Pri
Required Delivery					
	A SW3211	10 EA	1 JAN 2027		Non-MilStrip
	A SW3211	10 EA	1 FEB 2027		Non-MilStrip
	A SW3211	10 EA	1 MAR 2027		Non-MilStrip
	A SW3211	10 EA	1 APR 2027		Non-MilStrip
	A SW3211	10 EA	1 MAY 2027		Non-MilStrip
	A SW3211	10 EA	1 JUN 2027		Non-MilStrip
	A SW3211	10 EA	1 JUL 2027		Non-MilStrip
	A SW3211	10 EA	1 AUG 2027		Non-MilStrip
	A SW3211	10 EA	1 SEP 2027		Non-MilStrip
	A SW3211	10 EA	1 OCT 2027		Non-MilStrip
Proposed Delivery					
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			
	A SW3211	10 EA			

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: A SW3211

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

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

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

52.246-2 **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)
(IAW FAR 46.302)

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

INSPECTION AND ACCEPTANCE (SEP 1999)
(IAW FAR 46.401(b), FAR 46.503)

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

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

52.211-17 **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)
(IAW FAR 11.703(b))

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))

52.242-17 **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))

52.247-29 **F.O.B. ORIGIN** (FEB 2006)
(IAW FAR 47.303-1(c))

52.247-30 **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))

52.247-65 **F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS** (JAN 1991)
(IAW FAR 47.303-17(f))

F.O.B. ORIGIN (OCT 1993)
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

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

(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.

(b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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 Central Contractor Registration at https://www.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
(1) *Document type*. The Contractor shall use the following document type(s).

SEE DFARS CLAUSE 252.232-7003 (b)

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

SEE SCHEDULE, SECTION B

(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	*SEE FRONT PAGE OF SOLICITATION*
Issue By DoDAAC	*SEE FRONT PAGE OF SOLICITATION*
Admin DoDAAC	*SEE FRONT PAGE OF SOLICITATION*
Inspect By DoDAAC	*SEE SCHEDULE SECTION B*
Ship To Code	*SEE SCHEDULE SECTION B*
Ship From Code	*SEE SCHEDULE SECTION B*
Mark For Code	*SEE SCHEDULE SECTION B*
Service Approver (DoDAAC)	*N/A*
Service Acceptor (DoDAAC)	*N/A*
Accept at Other DoDAAC	*SEE SCHEDULE SECTION E*
LPO DoDAAC	*N/A*
DCAA Auditor DoDAAC	*CONTACT LOCAL DCMA OFFICE*
Other DoDAAC(s)	*N/A*

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

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

SEE FRONT PAGE OF SOLICITATION

(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.

CONTACT LOCAL DCMA OFFICE

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

(The above Clause/Provision has been modified.)

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	97 X4930 .FC04 64 6 47 GT 15400E 01N000 00000 000000 503000 F03000 PSR: K42939 FSR: 013352	$0.00
	ACRN TOTAL	$ 0.00

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

5352.201-9101 **OMBUDSMAN** (JUN 2023)
(IAW DAFFARS 5301.9103)

(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) The Competition Advocate (CA) at each contracting activity/office (as defined in DLAD 2.101) shall act as the ombudsman and attempt to resolve contractor complaints. DLA AVIATION – AOCA's CA/ombudsman can be reached at 385-591-1672, facsimile (405) 734-8129. Complaints which cannot be so resolved shall be forwarded to the HQ through J-72 for resolution by the DLA competition advocate. Each activity is responsible for developing procedures for executing the duties and responsibilities of its local ombudsman.

(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.
(The above Clause/Provision has been modified.)

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)

52.203-7 **ANTI-KICKBACK PROCEDURES** (JUN 2020)
(IAW FAR 3.502-3)

52.203-8	**CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	**PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (JUN 2020) (IAW FAR 3.808(b))
52.203-19	**PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS** (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7000	**REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	**PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023) (IAW DFARS 203.570-3)
252.203-7002	**REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022) (IAW DFARS 203.970)
52.204-10	**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020) (IAW FAR 4.1403(a))
52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018) (IAW FAR 4.1105(b))
52.204-18	**COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020) (IAW FAR 4.1804(c), FAR 12.301(d))
52.204-19	**INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014) (IAW FAR 4.1202(b))
52.204-21	**BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021) (IAW FAR 4.1903)
52.204-23	**PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023) (IAW FAR 4.2004)
52.204-25	**PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021) (IAW 4.2105(b))
52.204-27	**PROHIBITION ON A BYTEDANCE COVERED APPLICATION** (JUN 2023) (IAW FAR 4.2203)
52.204-30	**FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS- PROHIBITION** (DEC 2023) (IAW FAR 4.2306(c))

252.204-7003 **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))

252.204-7012 **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024)
(IAW Class Deviation 2024-O0013 Rev. 1)

252.204-7015 **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))

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

252.204-7020 **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

252.204-7022 **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of $1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

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

52.209-10 **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** (NOV 2015)
(IAW FAR 9.108-5(b))

252.209-7004 **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (MAY 2019)
(IAW DFARS 209.409)

252.209-7010 **CRITICAL SAFETY ITEMS** (AUG 2011)
(IAW DFARS 209.270-5)

(b) *Identification of critical safety items.* One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

Line Item	Description
0001	NSN: 2840-01-049-1153 OJ

52.211-5 **MATERIAL REQUIREMENTS** (AUG 2000)
(IAW FAR 11.302)

52.211-15 **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)
(IAW FAR 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

252.211-7003 **ITEM UNIQUE IDENTIFICATION AND VALUATION** (JAN 2023)
(IAW DFARS 211.274-5(a), DFARS 212.301(f)(xii))

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

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

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

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

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

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

52.219-4 **NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS** (OCT 2022)
(IAW FAR 19.1309(b))

(b) *Waiver of evaluation preference.*

__ Offeror elects to waive the evaluation preference.

52.219-8 **UTILIZATION OF SMALL BUSINESS CONCERNS** (JAN 2025)
(IAW FAR 19.708(a))

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN** (JAN 2025)
(IAW FAR 19.708(b))

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II** (NOV 2016)
(IAW FAR 19.708(b)(1)(ii))

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

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

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

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

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

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*

The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

52.222-20 CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT (JUN 2020)
(IAW FAR 22.610)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

(a) *Definitions*. As used in this clause--
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran,' and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(IAW FAR 22.1408(a))

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(IAW FAR 22.1310(b))

52.222-40 **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** (DEC 2010)
(IAW FAR 22.1605)

52.222-50 **COMBATING TRAFFICKING IN PERSONS** (NOV 2021)
(IAW FAR 22.1705(a)(1))

52.222-54 **EMPLOYMENT ELIGIBILITY VERIFICATION** (JAN 2025)
(IAW FAR 22.1803)

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: *https://www.e-Verify.gov* .

52.223-11 **OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS** (MAY 2024)
(IAW FAR 23.109(d)(1))

(a) *Definitions.* As used in this clause--
"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.
"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (https://www.epa.gov/snap/).
"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
"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) The Contractor shall label products which 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).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.223-20 **AEROSOLS** (MAY 2024)
(IAW FAR 23.109(d)(3))

52.223-21 **FOAMS** (MAY 2024)
(IAW FAR 23.109(d)(4))

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

252.223-7008 **PROHIBITION OF HEXAVALENT CHROMIUM** (JAN 2023)
(IAW DFARS 223.7306, DFARS 212.301(f)(xxi))

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

5352.223-9000 **ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)**
(JUN 2024)
(IAW DAFFARS 5323.804-90)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

52.224-3 **PRIVACY TRAINING** (JAN 2017)
(IAW FAR 24.302(a))

52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (FEB 2021)
(IAW FAR 25.1103(a))

252.225-7001 **BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC** (FEB 2024)
(IAW DFARS 225.1101(2)(i) and (2)(ii))

252.225-7002 **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** (MAR 2022)
(IAW DFARS 225.1101(3))

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022)
(IAW DFARS 225.7002-3(a))

252.225-7048 **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)

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

252.225-7061 **RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS** (JAN 2023)
(IAW DFARS 225.7023-4)

252.225-7967 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)** (FEB 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

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

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

Covered foreign country means any of the following:

(1) The People's Republic of China.

(2) The Russian Federation.

(3) The Islamic Republic of Iran.

(4) The Democratic People's Republic of Korea.

(b) *Prohibition*. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not—

(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from—

(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

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

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

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

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

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

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

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

52.232-1 **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))

52.232-8 **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))

52.232-11 **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))

52.232-17 **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))

52.232-23 **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))

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

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments—*

(1) *Due date*.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of

1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing

payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the

Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) or overpayment);
(ii) Affected contract number and delivery order number if applicable;
(iii) Affected line item or subline item, if applicable; and
(iv) Contractor point of contact.

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

(The above Clause/Provision has been modified.)

52.232-39 **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)
(IAW FAR 32.706-3)

52.232-40 **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (MAR 2023)
(IAW FAR 32.009-2)

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

(a) Definitions. As used in this clause—
"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—
(i) Advance payments;
(ii) Performance-based payments;
(iii) Commercial advance and interim payments;
(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—
(i) Invoice payments;
(ii) Payments for partial deliveries; or
(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—
(i) Payments for partial deliveries that have been accepted by the Government;
(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
(1) Electronic Data Interchange.
(2) Secure File Transfer Protocol.
(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

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

252.232-7010	**LEVIES ON CONTRACT PAYMENTS** (DEC 2006) (IAW DFARS 232.7102)
52.233-1	**DISPUTES** (MAY 2014) (IAW FAR 33.215)
52.233-3	**PROTEST AFTER AWARD** (AUG 1996) (IAW FAR 33.106(b))
52.233-4	**APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004) (IAW FAR 33.215(b))
52.240-1	**PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES** (NOV 2024) (IAW FAR 40.202-8)
52.242-13	**BANKRUPTCY** (JUL 1995) (IAW FAR 42.903)
52.243-1	**CHANGES--FIXED-PRICE** (AUG 1987) (IAW FAR 43.205(a)(1))
252.243-7001	**PRICING OF CONTRACT MODIFICATIONS** (DEC 1991) (IAW DFARS 243.205-70)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2022)
(IAW DFARS 243.205-71)

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

252.244-7000 **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (NOV 2023)
(IAW DFARS 244.403)

52.246-23 **LIMITATION OF LIABILITY** (FEB 1997)
(IAW FAR 46.805(a)(1))

252.246-7003 **NOTIFICATION OF POTENTIAL SAFETY ISSUES** (JAN 2023)
(IAW DFARS 246.370(a), DFARS 212.301(f)(xii))

252.246-7007 **CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** (JAN 2023)
(IAW DFARS 246.870-3(a))

52.247-1 **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

252.247-7023 **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (OCT 2024)
(IAW DFARS 247.574(a) and (a)(1))

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** (APR 2012)
(IAW FAR 49.502(b)(1)(i))

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))

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

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

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

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

52.253-1 **COMPUTER GENERATED FORMS** (JAN 1991)
(IAW FAR 53.111)

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

Form Number	Description/File Name	Date	Number of Pages
DD FORM 1653	4361058_TRNSPDATA_REPORT.pdf Transportation Data	11MAR2026	2
AFMC 158	4361059_PKGRQMT_REPORT.pdf	11MAR2026	1

PACKAGING REQUIREMENTS
1772547_UIIEC_REPORT.pdf 11MAR2026 1
IUID Checklist

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

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

52.204-8 **ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2025-O0003 and 2025-O0004)** (MAR 2025)
(IAW FAR 4.1202(a))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336412 .

(2) The small business size standard is 1,500 .

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

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

(2) If the provision at 52.204–7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204–26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219–1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or
when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219–2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) [Reserved]
(xv) [Reserved]
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xix) [Reserved]
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) (xii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225–3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

X__ (i) 52.204-17, Ownership or Control of Offeror.
X__ (ii) 52.204-20, Predecessor of Offeror.
X__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
(see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). (Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)
__ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.227-6, Royalty Information.
___(A) Basic.
___ (B) Alternate I.
___(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

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

252.204-7007 **ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (OCT 2024)
(IAW DFARS 204.1202)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (e) applies.

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

(d) (1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representation. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; [*Contracting Officer check as appropriate.*]
__ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
_X_ (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.
__ (iii) 252.225-7020, Trade Agreements Certificate.
__ Use with Alternate I
__ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
__ (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
__ Use with Alternate I.
__ Use with Alternate II.
__ Use with Alternate III.
__ Use with Alternate IV.
__ Use with Alternate V.
__ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
__ (vii) 252.232–7015, Performance-Based Payments—Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204–8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this
solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision No.	Title	Date	Change

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

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

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

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204–7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for ''covered defense telecommunications equipment or services''.
(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

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

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

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

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

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

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

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

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

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

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

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(NOV 2023)
(IAW DFARS 204.7304(d))

(a) *Definitions.*

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at

https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(*2*) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility*.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at

.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

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

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

_____

_____

_____

_____

_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	QUOTATION	PRICE TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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

(b) The Offeror represents that—

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

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

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

252.209-7011 **REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION** (OCT 2023)
(IAW DFARS 209.170-4)

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

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

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

Listed end product	Listed countries of origin

_____ _____
_____ _____
_____ _____

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

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

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

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

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

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

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

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

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

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

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

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

“Manufactured end product” means any end product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

(2) [ ] Outside the United States.

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

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

(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)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

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

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

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

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

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it ''does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument'' in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ''does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services'' in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

(c) *Representations.*

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

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

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

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

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at *https://piee.eb.mil/,* will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.
(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at *https://www.sprs.csd.disa.mil/reference.htm.* Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at *https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.*

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

52.211-14 **NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE** (APR 2008)
(IAW FAR 11.604(a))
Note: DX or DO rating will be completed on cover page.

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

252.215-7008 **ONLY ONE OFFER** (DEC 2022)
(IAW DFARS 215.408(3))
(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 or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a 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.

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

52.216-1 **TYPE OF CONTRACT** (APR 1984)
(IAW FAR 16.105)
The Government contemplates award of a (see individual line item) contract resulting from this solicitation.

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

(a) *Definition*. As used in this provision, "covered foreign country" has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.

(b) *Prohibition*. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from—

(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from—

(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Representations*.

(1) By submission of its offer, the Offeror represents that—

(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from (See page 1 Issuing Office).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

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

SECTION L
INSTRUCTIONS TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION
USING BEST VALUE PROCESS, PERFORMANCE PRICE TRADEOFF (PPT) SOURCE SELECTION PROCEDURES

General Instructions

Instructions to the Offerors (ITO):
This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated in the Solicitation and the attachments of the solicitation. Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

Include Sufficient Detail:
The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements. Offeror shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

Embellishment Not Desired:
Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

Proposal Acceptance and Validity Dates:
The proposal acceptance period is specified in Section A of the solicitation. The offer shall make a clear statement in Section A of the proposal documentation that the proposal is valid for at least the number of days identified in Section A, starting from the closing date of the solicitation.

Disposition of Proposals:
In accordance with FAR Subpart 4.803(a)(10) (Contents of Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

Electronic Reference Documents

All referenced documents for this solicitation are available on the sam.gov Website under Contract Opportunities (formerly FedBizOpps) at sam.gov, unless indicated otherwise. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

Amendments to Solicitation
If this RFP is amended, all terms and conditions that are not amended remain unchanged and in full force and effect. Offerors shall acknowledge receipt of any amendment and provide confirmation upon submission of the offeror's proposal.

General Information

Point of Contact:
The Buyer identified in Block 5b is the sole point of contact for this acquisition. Address any questions or concerns you may have to the buyer. Written requests for clarification may be sent to the buyer at the address located in Section A of the solicitation.

Discrepancies:
If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the buyer in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

Electronic Offers:
Proposals may be emailed to Dillon.Endecott.1@us.af.mil by the closing date.

Technical Proposal
Offerors shall bid IAW requirements in Section B. Your responses to the factors will be evaluated in accordance with Section M of the solicitation. All the requirements specified in the solicitation are mandatory.

FACTOR 1 - Technical
Formal technical proposals are not required. Offers shall propose IAW requirement in Section B and all attachments herein. Your proposal will be evaluated in accordance with Section M of the solicitation. All the requirements specified in the solicitation are mandatory.

FACTOR 2 - Price
Completion of the RFP, Section B Schedule will represent the price proposal.

FACTOR 3 – Past Performance
The offeror is not required to provide Past Performance information. Past performance information will be determined primarily based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period. Past performance may also be obtained through the contractor Performance Assessment Reporting System (CPARS), similarly systems of other Government departments and agencies (MOCAS, etc), questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Contract Documentation
The purpose of this section is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the solicitation, and Sections A through K. This includes:

Section A – Solicitation/Contract Form (Pages 1 & 2)
Completion of blocks 11, 13, 15, 21, 22 and 27 of the SF 1447 is required. Signature by the offeror on the SF 1447 constitutes an offer which the Government may accept.

Section B – Supplies or Services and Costs/Prices
All pricing information shall be addressed in Section B – The Schedule of the solicitation. Information shall be limited to Contract Line Item Number (CLIN), Sub-CLIN or ELIN level pricing, including unit and extended pricing as specified in Section B.

Section C – Description/Specifications/Statement of Work
Not applicable

Section D – Packaging and Marking
Not applicable

Section E – Inspection and Acceptance
Complete Inspection and Acceptance address.

Section F – Deliveries or Performance
Complete F.O.B. Origin Clause IAW FAR 47.305(b).

Section G – Contract Administration Data
Complete Activity Address Clause.
If applicable, annotate remittance address within proposal.

Section H – Special Contract Requirements
Not applicable

Section I – Contract Clauses

Section J – Attachments

Section K – Representation, Certifications, and Other Statement of Offeror's
Completed representations, certifications, acknowledgements and statements.

Exceptions to Terms and Conditions
Exceptions taken to terms and conditions of this prospective contract, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. This information shall be provided in the format shown below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 1 - Solicitation Exceptions

Solicitation Document	Paragraph/Page	Requirement/ Portion	Rationale
Model Contract, ITO, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met

Other Information Required

Authorized Offeror Personnel

Provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

Person(s) that can obligate your company:
Name: _____
Title: _____
Telephone: _____

Person(s) authorized to negotiate with the Government:
Name: _____
Title: _____
Telephone: _____

Government Offices
Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

Company/Division address, Identifying Codes, and Applicable and Designations
Provide company/division's street address, county and facility code; CAGE code; Unique Entity ID (UEI); size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

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

52.232-15 **PROGRESS PAYMENTS NOT INCLUDED** (APR 1984)
(IAW FAR 32.502-3(c))

SECTION M
EVALUATION FACTORS FOR AWARD USING BEST VALUE PROCESS, PERFORMANCE PRICE TRADEOFF (PPT) SOURCE SELECTION PROCEDURES

A. Basis for Contract Award
This acquisition will utilize the Best Value Process, Performance price Tradeoff source selection procedures in accordance with Federal Acquisition Regulation (FAR) Part 15.101-1, as supplemented, to make an assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technical acceptable. Award will be made to the offeror who is deemed responsible in accordance with FAR Part 15.101, as supplemented, whose quote conforms to the solicitation requirements and is judged, based on the evaluation factors, to represent the best value to the Government. The Government seeks to award to the offeror who gives the Defense Logistics Agency the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determined that the technical acceptable offeror, superior past performance of the higher price offeror outweighs the cost difference. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgement is implicit throughout the entire process. The Government intends to award without discussions/reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

B. Number of Contracts to be Awarded
The Government intends to select one contractor for the program. However, the Government reserves the right to award no contract at all, depending on the quality of the quotes and prices submitted and the availability of funds.

C. Rejection of Unrealistic Offers

The Government may reject any quote that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the quote is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

D. Correction Potential of Quotes
The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or quote inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's quote not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

PRE-AWARD SURVEY
The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation.

PLANT VISITS
In the event discussions are necessary, plant visits may be conducted during the evaluation phase to develop knowledge for judging the potential for correction of the deficiencies.

SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS
Offerors are required to meet all solicitation requirements; such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors, subfactors to be eligible for award. Any aspect of the quote judged to be unacceptable would render the entire quote unacceptable. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

EVALUATION CRITERIA FOR AWARD
(IAW FAR 13.106-2(b), 14.201-5(c), and 15.204-5(c))
For the purposes of award, offers will be evaluated for acceptability of evaluation factors described below:

FACTOR 1: Technical
FACTOR 2: Cost/Price
FACTOR 3: Past Performance

Order of Importance

For this solicitation, technical acceptability is a prerequisite to the best value analysis and potential trade-off between Price and Past Performance. The Order of importance is used to explain how the other factors will be traded off on technically acceptable quotes.

For all technically acceptable quotes, Factor 2 (Cost/Price) will be evaluated on a basis approximately equal to Factor 3 (Past Performance). Tradeoffs may only be made between price and past performance among those offerors who have been determined technically acceptable.

b. Evaluation Methodology
All quotes will first be evaluated for technical acceptability. Second, price and past performance will be evaluated. A decision will then be made as to which quote provides the best value to the Government.

c. Technical Factor
Technical quotes are not required. Technical acceptability will be determined based on the offerors compliance with the requirement as stated in Section B Schedule and/or any referenced specifications, engineering notes and all other attachments herein.

The delivery schedule will be evaluated based on the dates established in Section B of the solicitation. It should be noted that the Government's required delivery is based on the Requirements' need date and may not be attainable. Therefore, if a quoted delivery does not meet the Government's required delivery, the quoted delivery may be considered responsive.

Acceptable – The quote meets specified minimum requirements necessary for acceptable contract performance.

Unacceptable – The quote fails to meet specified minimum requirements necessary for contract performance. Quotes with an unacceptable rating are not awardable.

d. Cost/Price Factor (IAW 5315.305(a)(1))
(1) The offeror's cost/price quote will be evaluated for award purposes by multiplying the quoted unit price by the total quantity. The quantity utilized for evaluation will be based on the firm quantity incorporated in Schedule B.

(2) Unrealistically low quoted costs or prices, initially or subsequently, may be grounds for eliminating a quote from competition either on the bases that the offeror does not understand the requirement or the offeror has made an unrealistic quote.

(3) Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment or unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or subline items. Offers that are determine to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the government.

(4) Cost/price quotes submitted by vendors shall be evaluated by multiplying the quoted unit price by the quantity desired by the Government to determine the contractor's total price.

(5) If incidental or miscellaneous expenses not related to specific CLIN structure accompany vendor quotes, these charges shall be added to the total CLIN cost/price to reach the final total cost/price quoted to the Government. In addition, 'Price Analysis' shall be conducted in accordance with FAR 15.404-1, to determine 'Reasonableness' on all offers submitted by vendors.

*Unrealistically low costs/prices quoted, either initially or subsequently, may be grounds for elimination of an offer from the competition and shall be based upon the vendor not understanding requirements or because an unrealistic quote was submitted.

e. Past Performance Factor
The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's (1) relevant past performance and (2) recent past performance, focusing on and targeting performance, which is relevant to the technical requirement. In determining relevance, consideration will be given to the likeliness and similarity of the effort to include contract scope, contract type, and contract schedule. This information may include data on parts manufactured by other divisions, critical subcontractors, or teaming contractors, if such resources significantly influence the quoted requirement. The Government may consider relevant work as those performed for agencies of the federal, state, or local governments and commercial customers. Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

The Government will evaluate the offeror's past performance by reviewing the offeror's record of supplying products that comply with contract requirements, including cost and schedule. Under the Past Performance factor, a Performance Confidence Assessment Rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as quoted.
The offeror is not required to provide Past Performance information. Past performance information will be determined primarily based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period. Past performance may also be obtained through the contractor Performance Assessment Reporting System (CPARS), similarly systems of other Government departments and agencies (MOCAS, etc), questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Each offeror will receive an integrated Performance Confidence Assessment rating, which is the rating for the Past Performance factor. Although the past performance evaluation focuses on performance that is recent and relevant to

the technical requirement, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance. The Past Performance factor will receive one of the following performance confidence assessment ratings IAW the Department of Defense (DoD) Source Selection Procedures.

Rating	Description
SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
NEUTRAL CONFIDENCE	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Note: With regards to the best value award decision, all offerors receiving the same past performance rating will be considered equal for the Past Performance Factor.

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral confidence" rating for the Past Performance factor. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

Offerors with adverse past performance information to which they have not previously had an opportunity to respond will be given the opportunity to provide clarifications concerning the adverse information.

E. Discussions
It is the Government's intent to award without discussions, therefore, it is imperative that offeror's submit their best terms initially. However, if during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs), and the Final Quote Revisions (FPRs) will be considered in making the source selection decision.

TRANSPORTATION DATA FOR SOLICITATIONS

PURCHASE INSTRUMENT NUMBER:	DATE INITIATED:
FD20302600776-00	04 MAR 2026

COMMODITY: See Continuation

STOCK NUMBER: See Continuation

F.O.B. TERMS RECOMMENDED AS BEST SUITED FOR THIS PROCUREMENT

[X] ORIGIN [ ] DESTINATION [ ] OTHER *(Specify)* [X] DATA / FIRST ARTICLE F.O.B. DESTINATION

TRANSPORTATION PROVISIONS / CLAUSES	FAR CITATION
F.O.B. Origin	52.247-29
F.O.B. Destination	52.247-34
Freight Classification Description	52.247-53
Marking of Shipments	47.305-10
Contact DCMA Transportation Contact DCMA Transportation on ALL "DCMA Administered" contracts prior to shipment for shipping instructions using the DCMA Shipment Instruction Request (SIR) eTool System, at http://www.dcma.mil <http://www.dcma.mil/> for ALL FOB: Origin, Foreign Military Sales (FMS), and FOB: Destination OCONUS/Export movements to obtain the appropriate DOD regulatory clearances, shipping documentation and instructions from your cognizant DCMA Transportation Office. If you are new to DCMA, and do not already have a SIR eTool account, you will first need to request an account via DCMA External Web Access Management (EWAM) application which can be accessed at http://www.dcma.mil. If you need additional assistance, email DCMA Transportation Group at: Transportation.Division@dcma.mil. Do not move any freight to a water or aerial port prior to contacting DCMA or it will become frustrated. Failure to contact the responsible DCMA may result in vendor incurring additional expenditures.	Vendor Transportation Instructions

TACRN:

AAA

TRANSPORTATION FUNDS INFORMATION:

Purchase Instrument Line LOA: 97X4930.FC04 646 47GT 15400E 01N000 00000 000000 503000 F03000 FSR: 013352 PSR: K42939

First Destination Transportation Account Code:

Miscellaneous Obligation / Reimbursement Document:

Second Destination Transportation Account Code:

FMS LOA:

Additional Funding Information:

ITEM / SHIP TO(s):

NSN / Pseudo NSN: 2840010491153OJ

Purchase Instrument Line Item Number: 0002

Ship to (DoDAAC / MAPAC): FY2303

Mark For: DDOO-SOP

Ship To (Address): FY2303 DDOO SOP FIRST ARTICLE
CP 405-855-3961
7330 SENTRY BLVD BLDG 469 DOOR 12
TINKER AFB OK 73145-8000
73145 - 8000
USA

WPOD:

APOD:

BBP / CCP:

RIC: 0

Ship To (Remarks): Please ensure the words "FIRST ARTICLE" are marked on the outside of the box in large red conspicuous letters.

Requisition Number:

Supplemental Address:

FMS Case:

EVALUATION OF PORT BID OR PROPOSAL:

SOLICITATION DATA NOTES:

OTHER TRANSPORTATION DATA:

TACRN:

AAB

TRANSPORTATION FUNDS INFORMATION:

Purchase Instrument Line LOA: 97X4930.FC04 646 47GT 15400E 01N000 00000 000000 503000 F03000 FSR: 013352 PSR: K42939

First Destination Transportation Account Code: FRS2

Miscellaneous Obligation / Reimbursement Document:

Second Destination Transportation Account Code:

FMS LOA:

Additional Funding Information:

ITEM / SHIP TO(s):

NSN / Pseudo NSN: 2840010491153OJ

Requisition Number:

Purchase Instrument Line Item Number: 0001

Supplemental Address:

Ship to (DoDAAC / MAPAC): SW3211

FMS Case:

Mark For: ACCT 09

Ship To (Address): DLA DISTRIBUTION DEPOT OKLAHOMA
3301 F AVE CEN REC BLDG 506 DR 22
TINKER AFB OK 73145-8000
73145 - 8000
USA

WPOD:

APOD:

BBP / CCP:

RIC: 1

Ship To (Remarks):

EVALUATION OF PORT BID OR PROPOSAL:

SOLICITATION DATA NOTES:

OTHER TRANSPORTATION DATA:

NAME	ORGANIZATION / OFFICE SYMBOL	COMMERCIAL / DSN PHONE	SIGNATURE	DATE
Carter, Glenn A	406 SCMS / GULAA	730-326-3629 / 468-3629	//SIGNED//Carter, Glenn A	04 MAR 2026

PACKAGING REQUIREMENTS

PURCHASE INSTRUMENT NUMBER: FD20302600776-00	**VERSION:** 1
MIL-STD 129 REVISION: R	**MIL-STD 2073-1 REVISION:** E

THE FOLLOWING STATEMENT IS IN COMPLIANCE WITH THE UNITED NATIONS-IMPLEMENTED RESTRICTIONS ON WOOD PACKAGING MATERIAL (WPM). THIS REQUIREMENT IS SPECIFICALLY CONCERNED WITH INVASIVE SPECIES SUCH AS THE PINEWOOD NEMATODE. WPM IS DEFINED AS WOOD PALLETS, SKIDS, LOAD BOARDS, PALLET COLLARS, WOODEN BOXES, REELS, DUNNAGE, CRATES, FRAMES, AND CLEATS. THE STATEMENT BELOW CITES THE REQUIREMENTS IN DETAIL AND COVERS LUMBER FOR BUILDING CONTAINERS AND PALLETS USED FOR DELIVERIES RESULTING IN SHIPMENTS WORLDWIDE (DIRECT, OR THROUGH AIR LOGISTICS CENTERS (ALC), CONTAINER CONSOLIDATION POINTS (CCP), OR OTHER BASES). WOODEN LUMBER, WOODEN PALLET AND PACKAGING/CONTAINER STATEMENT:
ALL WOODEN LUMBER, WOODEN PALLET'S, AND WOODEN CONTAINERS PRODUCED ENTIRELY OR IN PART OF WOOD PACKING MATERIAL (WPM) SHALL BE CONSTRUCTED FROM DEBARKED WOOD IN ADDITION TO THE APPLICATION OF HEAT-TREATED (HT) MATERIAL (HT TO 56 DEGREES CENTIGRADE OR 133 DEGREES FAHRENHEIT FOR 30 MINUTES). CERTIFICATION/MARKING IS REQUIRED BY AN ACCREDITED AGENCY RECOGNIZED BY THE AMERICAN LUMBER STANDARDS COMMITTEE (ALSC). FOR REFERENCE DOCUMENTATION, SEE LATEST REVISION OF "INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES" (ISPM)NO.15), "REGULATION OF WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE."

PACRN:	PACKAGING REQUIREMENT:	PRESERVATION LEVEL:	PACKAGING LEVEL:	SPI:	SPI REV:	SPI DATE:
AAA	MIL Long Line Packaging	MIL	B			

ITEM(S):

2840010491153OJ

CODED DATA:

QUP	ICQ	PRES METH	CD	PRES MTL	WRAP MTL	CUSH DUNN	CT	UNIT CONT	INT CONT	UCL	SPEC MKG	UNIT PACK WEIGHT	UNIT PACK LENGTH	UNIT PACK WIDTH	UNIT PACK DEPTH	UNIT PACK CUBE	OPI
1	000	41	1	00	EA	NA	A	NV	00	B	17	18.75	33.0	13.0	14.5	3.599	M

ADDITIONAL PACKAGING AND CONTAINER MARKING REQUIREMENTS:

SUPPLEMENTAL PACKAGING INSTRUCTION TEXT:

VENDOR PACKAGING INSTRUCTIONS:

Military Packaging and Marking
Items shall be packaged in accordance with MIL-STD-2073-1, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129, Standard Practice for Military Marking.

Shipping Container Marking
Shipping containers shall be marked meeting the following criteria: (a) MIL-STD-129, Standard Practice for Military Marking. (b) Additional marking and/or bar coding requirements exceeding those of MIL-STD-129 (e.g., unit serial numbers, original equipment manufacturers (OEM) name, or OEM model number, as specified on the AFMC Form 158.

ORGANIZATION / OFFICE SYMBOL:	PACKAGING SPECIALIST:	PHONE NUMBER:	SIGNATURE:	DATE:
406 SCMS / GULAA	Mallory, Aaron D	405-582-9768 / 852-9768	//SIGNED//Mallory, Aaron D	26063 - 04 MAR 2026

ITEM UNIQUE IDENTIFICATION (IUID) CHECKLIST

I. IUID DETAILS: DFARS 252.211.7003

SECTION (c) (1) (i) APPLIES TO THE FOLLOWING:

ITEM REQUIRING IUID MARKING

NSN	VERSION NUMBER
2840010491153OJ	1

NOUN

LINER,COMBUSTION CH

INITIATOR	ORGANIZATION CODE / OFFICE SYMBOL
Denny, Michael F	AFLCMC / LPSEC2
COMMERCIAL PHONE	DSN PHONE
405-734-4696	884-4696

CAGE / REFERENCE NUMBER

63005 / 23058707
63005 / 6876863
63005 / 6894068
66905 / 6894068
73342 / 23058707
73342 / 6894068
85291 / 6894068

MARKING IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST VERSION OF MIL-STD-130

MARKING GUIDANCE	ENGINEERING DRAWING / ECP / ECO NUMBER
Contractor Determined Location and Method	
MARKING TYPE	MARKING METHOD

DESCRIPTION / LOCATION

REMARKS

NAME: Denny, Michael F DATE: 28 OCT 2015

IUID info should include Part Number, Serial Number, and CAGE

ATTACHMENT(S)

II. EMBEDDED ITEMS

SECTION (c) (1) (iii) APPLIES TO THE FOLLOWING:

NSN	NOUN

CAGE / REFERENCE NUMBER

ITEM IS AN EMBEDDED ITEM FOR NSN / PSEUDO NSN: 2840010491153OJ

MARKING GUIDANCE	ENGINEERING DRAWING / ECP / ECO NUMBER
MARKING TYPE	MARKING METHOD

DESCRIPTION / LOCATION

REMARKS

ATTACHMENT(S)