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# SOLICITATION, OFFER, AND AWARD

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

RATING: **DO: A6**

PAGE OF PAGES

| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | **FA8213-26-R-3013** | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | | **FD2020-26-52496** |

7. ISSUED BY — CODE **FA8213**

**DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING**
**AFLCMC EBHK**
**6072 FIR AVENUE BLDG 1233**
**HILL AIR FORCE BASE UT 84056-5820**
**BUYER:** Abbigail A Clawson/EBHKB
abbigail.clawson@us.af.mil

8. ADDRESS OFFER TO (If other than item 7)

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

## SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until **5:00** (Hour) local time **29-JUN-2026** (Date)

**CAUTION** - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE *(NO COLLECT CALLS)* | | | C. EMAIL ADDRESS |
|---|---|---|---|---|---|
| | | AREA CODE | NUMBER | EXTENSION | |
| | **Abbigail A Clawson** | **(801 )** | **777 -0280** | | **abbigail.clawson@us.af.mil** |

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

**NOTE**: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. **EXPEDITED DELIVERY AND PARTIAL DELIVERIES AT NO ADDITIONAL COST TO THE GOVERNMENT ARE AUTHORIZED.**

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

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

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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

| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
|---|---|---|
| | **$** | **SEE SCHEDULE** |

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* **SCD:B**

25. PAYMENT WILL BE MADE BY — CODE _____

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

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

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

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

DCMA and DFAS are required to withhold payment IAW DFAR 252.227-7996 until CDRL A001, A005 & A006 have been delivered and/or approved by Hill AFB.

**ACTUATOR, EXPLOSIVE, ROTARY**

**EXPLOSIVE ROTARY ACTUATOR**

**Item No.**
0001

Firm Fixed Price

| Quantity | U/I | Unit Price | Amount |
|---|---|---|---|
| 172 | EA | | |

| CLIN | ACRN | ACRN Total |
|---|---|---|
| 0001 | AA | |

**NSN:** 1377-00-891-6310 ES
ACTUATOR,EXPLOSIVE,ROTARY
EXPLOSIVE ROTARY ACTUATORWhen gas pressure enters the inlet port of the actuator, the shear pin shears and the firing pin is propelledagainst the primer of the cartridge. As the cartridge fires, gas pressure is created.
DODIC: SP93

| Manufacturer | Part Number |
|---|---|
| 12116 | 1000-34 |

**Priority:** R ROUTINE.

**Limitations of Liability:** Other Than High Value Item

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

| Title | Number | Date | Tailoring |
|---|---|---|---|
| ISO | 9001-2015 | 2008 | 9001:2015 |

---

Buy American Act/Balance of Payments Program
**IUID Required:** Yes
**Physical Item Markings:**
Serial Number Required

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

| TYPE / SHIP TO CODE | F.O.B. |
|---|---|
| C FV2172 | ORIGIN |

| Type / Ship To | PACRN | Mark For |
|---|---|---|
| C FV2172 | | 09 ACCT |

| Type / Ship To | Quantity (U/I) | *ARO Contract | _ | Req No / Pri |
|---|---|---|---|---|

**ACTUATOR, EXPLOSIVE, ROTARY**

**EXPLOSIVE ROTARY ACTUATOR**

**Required Delivery**

| | | |
|---|---|---|
| C FV2172 | 172 EA | *12 Months |

**Proposed Delivery**

| | |
|---|---|
| C FV2172 | 172 EA |

Physical Item Markings IAW CAD/PAD Item Marking Instructions version 1.6 dated 06 March 2023

SPI#: F000-407-9649

TAC: FSBR

**DATA**

**Item No.**
0002

Not Separately Priced

| Quantity | U/I | Unit Price |
|---|---|---|
| 1 | LO | NSP |

DATA
DATA IAW DD 1423-1 ATTACHED HERE TO EXHIBIT A
**Priority:** R ROUTINE.

**Limitations of Liability:** Other Than High Value Item

**Inspection:** Origin
**Acceptance:** Origin
**Inspection/Acceptance Report:** Receiving Report Required
**Quality Assurance:** Standard Inspection

CDRLs included in this CLIN include the following:

A001-Ammunition Data Card (ADC)

A002-Engineering Change Proposal (ECP)

A003-Notice of Revision (NOR)

A004-Request for Variance (RFV)

A005- Acceptance Test Plan

A006-Test/Inspection Report

A007-Failure Summary & Analysis Report

A008-Report of Receipts, Inventory, Adjustments andShipments of Government Property

A009-Report of Receipts, Inventory, Adjustments and Shipments of Government Property

A010-Obsolescence Alert Notice

A011-Diminishing Manufacturing Sources and Material Shortages (DMSMS) Health Assessment Report

**SHIP TO / PLACE OF PERFORMANCE**

**TYPE/CODE:** C FV2172
649 MUNS MXW
6024 PINE LANE
BLDG 1377 BAY 2
HILL AIR FORCE BASE UT 84056-5707
UNITED STATES

**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):<br>**[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**

**52.242-15** **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))

**52.247-30** **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] |
| |

**HAZARDOUS CLASSIFICATION** (MAY 1998)
(IAW FAR 47.305-9(c))

For the purpose of identifying commodity description and freight classification of explosives and other dangerous supplies, the following applies.

| Hazardous Classification | |
|---|---|
| Line Item | 0001 |
| Hazardous Class Division | 1.4 |
| Storage Compatibility Group | C |
| DOT Marking | CARTRIDGES, POWER DEVICE |
| DOT Class | 1.4 |
| DOT Label | EXPLOSIVE 1.4C |
| UN Serial No | UN0276 |
| UN Proper Ship Name | CARTRIDGES, POWER DEVICE |
| Freight Classification | |

**PART I - THE SCHEDULE**
**SECTION G**
**CONTRACT ADMINISTRATION DATA**

**ACCOUNTING AND APPROPRIATION DATA** (AUG 1998)

| ACRN | Accounting and Appropriation Chargeable Funds Citation | Amount Chargeable |
|---|---|---|
| **AA** | 57 63400 . 30 6 87 HI XX27JX 010000 54502 11113F 503000 F03000 | $0.00 |
| SC: B6A PSR: 742557 FSR: 041370 DSR: 131570 CIN: CIN: F2DCDE6148A0010000AA | | |

| ACRN | Accounting and Appropriation Chargeable Funds Citation | Amount Chargeable |
|---|---|---|
| REFERENCE: | | |
| **AA** PR: FD2020-26-52496 | | |
| | **ACRN TOTAL** | **$ 0.00** |

**PART II - CONTRACT CLAUSES**
**SECTION I**
**CONTRACT CLAUSES**

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

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

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

**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)

**52.204-19** **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)

**252.204-7002** **PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)
(IAW DFARS 204.7109(a))

**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)

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

**252.205-7000** **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** (OCT 2024)
(IAW DFARS 205.470)

**52.209-9** **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(c))

**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: 1377-00-891-6310ES |
| | |

**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.

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

**52.219-16** **LIQUIDATED DAMAGES--SUBCONTRACTING PLAN** (SEP 2021)
(IAW FAR 19.708(b)(2))

**252.219-7003** **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)** (DEC 2019)
(IAW DFARS 219.708(b)(1)(A), DFARS 219.708(b)(1)(A)(1))

**252.219-7003** **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)--ALTERNATE I** (DEC 2019)
(IAW DFARS 219.708(b)(1)(A)(2), DFARS 219.708(b)(1)(A)(1))

**252.219-7004** **SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)** (DEC 2022)
(IAW DFARS 219.708(b)(1)(B))

**52.222-21** **PROHIBITION OF SEGREGATED FACILITIES** (APR 2015)
(IAW FAR 22.810(a)(1))

**52.222-26** **EQUAL OPPORTUNITY** (SEP 2016)
(IAW FAR 22.810(e))

**252.222-7006** **RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS** (JAN 2023)
(IAW DFARS 222.7405)

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA** (FEB 2021)
(IAW FAR 23.304(a)(1))

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Identification No. | MATERIAL (If none, Insert *None*) |
|---|---|
| NSN: 1377-00-891-6310ES | LI 0001 EXPLOSIVE ROTARY ACTUATOR |
| | LI 0002 None |
| | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property .

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

**252.223-7001 HAZARD WARNING LABELS** (DEC 1991)
(IAW DFARS 223.304)

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| ACT | MATERIAL (If None, Insert "None.") |
|---|---|
| | LI 0001 EXPLOSIVE ROTARY ACTUATOR |
| | LI 0002 None |
| | |

**252.223-7002** **SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES** (NOV 2023)
(IAW DFARS 223.370-5)

**252.223-7007** **SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES** (NOV 2023)
(IAW DFARS 223.7203)

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| Item No | Nomenclature | National Stock Number | Sensitivity/Category |
|---|---|---|---|
| 0001 | ACTUATOR,EXPLOSIVE,ROTARY | 1377008916310 | |
| 0002 | | DATA | |
| | | | |

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

**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)

**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))

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

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

**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))

(a) *Invoice payments—*

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the ******** 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.

**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)

**252.232-7010** **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)
(IAW DFARS 232.7102)

**52.242-5** **PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (JAN 2017)
(IAW FAR 42.1504)

**52.242-13** **BANKRUPTCY** (JUL 1995)
(IAW FAR 42.903)

**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)

**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))

**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).

**52.252-6** **AUTHORIZED DEVIATIONS IN CLAUSES** (NOV 2020)
(IAW FAR 52.107(f))

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

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

Additional Clauses

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

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

If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Regina E. Marquardt-Chihuahua at 801 777 -5087 , FAX 000 000 -0000 , email regina.marquardt-chihuahua@us.af.milInsert. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

The ombudsman has no authority to render a decision that binds the agency.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors
R-DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.
R-DFARS 252.246-7998 Alt. II WARRANTY OF DATA—ALTERNATE II (DEVIATION 2026-O0035) (FEB 2026)
RFO 52.222-54 Employment Eligibility Verification. (Deviation 2026-O0038) 2026-02
R-DFARS 252.240-7997 Notice of Special Standards of Responsibility (DEVIATION 2026-O0026)
R-DFARS 252.219-7996 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2026-O0037)
RFO 52.245-1 Government Property.
R-DFARS 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.
RFO 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
RFO 52.217-2 Cancellation Under Multi-year Contracts.
RFO 52.232-11 Extras.
RFO 52.247-29 F.o.b. Origin.
R-DFARS 252.226-7003 Drug-Free Work Force
R-DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
R-DFARS 252.227-7996 Technical Data—Withholding of Payment (DEVIATION 2026-O0036)
R-DFARS 252.242-7997 Material Management and Accounting System (DEVIATION 2026-O0050)
R-DFARS 252.201-7000 Contracting Officer's Representative
R-DFARS 252.215-7994 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (DEVIATION 2026-O0048)
RFO 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Deviation Date)
RFO 52.245-9 Use and Charges
R-DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime.
R-DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.
RFO 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
RFO 52.203-18Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.
R-DFARS 252.245-7003 Contractor Property Management System Administration
RFO 52.240-91 Security Prohibitions and Exclusions (Deviation Date)
RFO 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (Deviation DATE)
R-DFARS 252.227-7991 Rights in Bid or Proposal Information (DEVIATION 2026-O0036)
R-DFARS 252.245-7005 Management and Reporting of Government Property
R-DFARS 252.204-7998 Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)
RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)
RFO 52.246-26 Reporting Nonconforming Items

RFO 52.209-7 Information Regarding Responsibility Matters (FEB 2026) (DEVIATION 2026-O0038)

As prescribed at 9.104-7(b), insert the following provision:

INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION DATE)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

**RFO 52.209-13 Violation of Arms Control Treaties or Agreements-Certification.**

As prescribed in 9.109-5 , insert the following provision:

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (DEVIATION DATE)

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

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

__ (1) The Offeror certifies that–

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

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

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control,

nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

**RFO 52.209-1 Qualification Requirements.**

As prescribed in 9.206-2 , insert the following clause:

QUALIFICATION REQUIREMENTS (DEVIATION DATE)

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

*Qualification requirement* means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name_____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

**RFO 52.246-11 Higher-Level Contract Quality Requirement.**

As prescribed in 46.311, insert the following clause:

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

***See CDRLS***

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

**RFO 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.**

As prescribed in 15.110(t), insert the following provision:

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION DATE)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception*. For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-1 of FAR 15.408-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-1 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(End of provision)

*Alternate I-DEVIATION* (DATE). As prescribed in 15.110(t)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: *[Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408-2, Table 15-1, Note 2. The description may be inserted at the time of issuing the request for proposals, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]*

*Alternate II* (OCT 1997). As prescribed in 15.110(t)(2), add the following paragraph (c) to the provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

*Alternate III* (OCT 1997). As prescribed in 15.110(t)(3), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: *[Insert media format, e.g.,electronic spreadsheet format, electronic mail, etc.]*

*Alternate IV-DEVIATION* (DATE). As prescribed in 15.110(t)(4), replace the text of the provision with the following:

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.4.]*

**52.203-2 Certificate of Independent Price Determination.**

As prescribed in 3.103-1 , insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or (2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**252.204-7021 Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements.**

As prescribed in 204.7504(a), use the following clause:

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause—

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status—

(i) Not older than 1 year for Final Level 1 (Self), with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

“Cybersecurity Maturity Model Certification (CMMC) status” means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in theSupplier Performance Risk System (SPRS) for each contractor information system.

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

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements.* The Contractor shall—

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: _____ *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) ]* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level requiredin paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall—

(1) Submit to the Contracting Officer—

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2)Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts.* The Contractor shall—

(1) Insert the substance of this clause, including this paragraph ( f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items , if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

**252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements.**

As prescribed in 204.7504(b), use the following provision:

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, “controlled unclassified information (CUI),” “current,” “Cybersecurity Maturity Model Certification (CMMC) status,” “Cybersecurity Maturity Model Certification unique identifier (CMMC UID),” “Federal contract information (FCI)”, and “plan of action and milestones” have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: Level 1

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation—

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

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

| Form Number | Description/File Name | Date | Number of Pages |
|---|---|---|---|
| | 1_SOW.pdf | 23APR2023 | 17 |
| | 2_REPSHIP.pdf | UNDATED | 1 |
| | 3_ADC_SOW.pdf | 01JAN2018 | 3 |
| | 4_CADPAD_Marking_Instructions.pdf | 06MAR2023 | 10 |
| | 5_SPI.pdf | UNDATED | 6 |
| | 6_Rework_Repair_ES7034.pdf | UNDATED | 1 |
| | 7_Item_Description.pdf | 07APR2021 | 1 |
| | 8_CDRLS.pdf | 01FEB2001 | 15 |
| | Section_L_CADPAD.pdf | | |
| | Section_M_CADPAD.pdf | | |

**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))

**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/safeguarding.html#nistSP800171

(c) Procedures.

6. 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 https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(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 |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**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.

**252.225-7010** **COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE** (JUL 2009)
(IAW DFARS 225.7003-5(b), DFARS 212.301(f)(xxvi))

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to delivery under any contact resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____
_____

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

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

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

**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.

**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))

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

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

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

**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).