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
		FA8118-26-R-0034	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	

7. ISSUED BY CODE **FA8118**

DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303
BUYER: Matthew Churchwell/AFSC/PZABB
matthew.churchwell.2@us.af.mil
Phone: (405) 582- 4184-0000

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): **336413**

SIZE STANDARD: **1,250**

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 **29-JUN-2026 2:00PM**

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

☐ SUPPLIES ☒ SERVICES **Other Aircraft Part and Auxiliary Equipment 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** **EFT:T**

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) (1) ☐ 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. 5-Year IDIQ Type Contract with one 5-year Period of Performance for Overhual of the F-16 Check Valve. NSN: 4820-01-053-3375RK, P/N: 2750037-101. **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: Matthew Churchwell/AFSC/PZABB
DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303

SOLICITATION NUMBER FA811826R0034

DATE AND LOCAL TIME 29 JUN 2026 2:00 PM

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

OVERHAUL

A 5-YEAR FIRM-FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT IS CONTEMPLATED.

THE GOVERNMENT ANTICIPATES A SOLE SOURCE AWARD TO PARKER HANNIFIN CORPORATION (CAGE: 3H889.

52.232-18 Availability of Funds. As prescribed in 32.706-1(a), insert the following clause: Availability of Funds (Apr 1984)

> Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(a) A Pre-Award Survey and/or Initial Production Evaluation (IPE) is required. Details are provided in Appendix A, paragraphs 1.2 and 1.3 respectively.

(b) The contractor shall furnish all material, plant facilities, labor, parts, equipment, and expertise necessary to perform the remanufacture required to restore the end item to a like-new condition. The contractor shall also accomplish ALL necessary packing and preservation and packaging. ALL work shall be completed in accordance with the requirements specified herein (including attachments hereto) and all costs associated with work specifications, technical orders, and/or cost associated with Over and Above request (excluding missing parts) shall be included in the unit price. The government shall only pay the contractor for missing components after review and approval of O&A request. No additional cost will be allowed (i.e. material handling, profit, direct or indirect costs).

(c) Qualification requirements apply. Interested vendors that have not been previously qualified for this acquisition must submit a Source Approval Request (SAR) package to the Tinker AFB Small Business Office. For questions regarding the Tinker SAR Process or related issues, these inquiries should be submitted to the TAFB Small Business Office at: AFSC/SB, 3001 Staff Drive, Suite 1AG 85A, Tinker AFB, OK 73145-3009. Email: afsc.sb.workflow@us.af.mil Website: https://www.afsc.af.mil/units/sbo/index.asp. The actual SAR package submission itself shall be submitted electronically through DoD SAFE at https://safe.apps.mil/. DoD SAFE is a safe and secure option for large file submissions. If you have a PKI Certificate, the SAR can be sent directly to the email address below via DoD SAFE. If you do not have a PKI Certificate, then you must send a standard email message to the email address below and ask that they "Request a Drop-Off" to your email via DoD SAFE, which will enable you to be able to upload the SAR Submission Package documents to DoD SAFE.

429SCMS.SASPO.Workflow@us.af.mil

For more information on the Strategic Alternate Sourcing Program, please visit:
https://www.tinker.af.mil/Home/429SCMS-SASPO/

As prescribed in FAR 9.202(e), the contracting officer need not delay a proposed award in order to provide a potential offeror with an opportunity to demonstrate its ability to meet the standards specified for qualification.

(d) In order to receive any technical data related to this acquisition, offerors must send an email request to M. Ryan Churchwell at matthew.churchwell.2@us.af.mil. Release of any data is subject to applicable data rights. The request shall be on company letterhead and include the applicable solicitation number, the specific data needed (including TO(s)), and a copy of the current, approved DD Form 2345. The form, including instructions for completing the form, is available at:
http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2220.html. The Government is not responsible for incomplete, misdirected, or untimely requests.**

In order to receive drawings (previously done through JEDMICS), contractors will need to request access to the A-Team via a DD Form 2875. Requests will be made to wralc.tila.centra@us.af.mil. The PCO listed above will be the government sponsor for the DD Form 2875.

(e) GOVERNMENT PROPERTY FURNISHED FOR REPAIR (FAR 16.503(c))
Failure of the Government to furnish such items in the amounts or quantities described in the Schedule as "estimated" or "maximum" will not entitle the contractor to any equitable adjustment in price under the Government Property clause of the contract.

(f) END ITEMS BEYOND REMANUFACTURE
"Reparable End Items" are defined as end items which can be restored to a serviceable condition, in accordance with applicable requirements. Some units of items listed in Section B may, upon disassembly and/or inspection, be determined to be beyond the overhaul limits specified in the Work Specification and/or Technical Orders. Any cost for work performed by the Contractor prior to determination that such equipment is beyond these limits, shall be included in the unit price(s) of the listed item(s).

(g) If the contractor estimates that any item is not reparable (i.e. beyond overhaul), the Contractor shall promptly notify the administrative contracting officer in writing and shall not perform further overhaul on any such items except at the direction of the administrative contracting officer (ACO). Upon written confirmation from the ACO that a particular item is not reparable, the contractor shall dispose of the unit in the manner directed by the ACO.

Contractors are cautioned that until a contract is executed, any effort performed in support of the anticipated effort is performed strictly at their own risk and expense. There is no authorization to begin performance until the contractor has received a duly authorized contract signed by the Contracting Officer. Also, this request for proposal is not to be construed to mean that the award of a contract is assured, as the availability of funds, timely submission of all requested documents, and acceptance by both parties are prerequisite to any contract award.

(h) Condemned units shall not be counted as production.

(i) In the event there are component part(s) with long lead times, the awardee is responsible for securing necessary parts to meet the Government's required delivery schedule.

(j) In the event that DFARS clause 252.217-7001, Surge Option, is invoked, quantities and prices will be negotiated at that time. The fill-in data in Clause 252.217-7001 will be TBD until a surge is known and negotiations are necessary.

(k) Item Unique Identification (IUID) marking is required in accordance with DFARS 252.211-7003. Contractor determined location and method of marking is acceptable.

(l) All quantities specified herein represent the total contract quantities for all five years combined. The ordering period for each line item shall extend from the contractual effective data to five years thereafter or until the maximum quantity for each line item is reached, whichever comes first. The minimum and maximum quantities for each line item are as follows:

Line Item 0001 NSN: 4820-01-053-3375RK Minimum Quantity: 5 each Maximum Quantity: 20 each

(m) This Solicitation contemplates award of a five-year Indefinite Delivery Indefinite Quantity (IDIQ) Type Contract. Reference Clauses 52.216-19 – Delivery-Order Limitations, 52.216-22 – Indefinite Quantity and 252.216-7006 – Ordering.

(n) In accordance with the attached CAV AF Reporting Requirements (see the document listed in Section J), the contractor must include a DD1348-1when assets are shipped. DCMA Quality Assurance Representatives (QARs) will not approve or sign the DD1348-1, but will ensure DD1348-1 is included with each returned asset. If a DD1348-1 is not included with each returned asset, DCMA will not sign the DD250.

(o) In accordance with DAFFARS 5309.105-1 the Supplier Performance Risk System (SPRS) is checked for supplier risk assessments when determining responsibility. DFARS 252.204.7303(b) states that the contracting officer shall verify that the summary level score 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) for each covered contractor information system that is relevant to an offer, contract, task order, or delivery order are posted in Supplier Performance Risk System (SPRS). Offerors are required to represent they will implement National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 SP 800-171 (reference the provision DFARS 252.204-7008). A score of 110 must be in SPRS, if assessment score is less than 110, contractors must submit a plan with their proposal to become compliant.

OVERHAUL OF F-16 CHECK VALVE

Item No.
0001

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price
10	EA	

Minimum Quantity
5 EA
Maximum Quantity
20 EA
NSN: 4820-01-053-3375 RK
VALVE, CHECK
Flow Control Valve
Aluminum Alloy

Manufacturer	Part Number
3H889	2750037-101
92003	2750037-101

Associated Document(s)	Line Item(s)
FD20302600572 01	0001

Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required

OVERHAUL OF F-16 CHECK VALVE

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	15SEP2015	

IUID Required: Yes

☐ Transportation From Continental United States CONUS (CONUS) Sources

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

Type / Ship To PACRN Mark For
A SW3211 PAC Acct 09

Type / Ship To	Quantity (U/I)	*ARO 10 each every 433 days ARO. Early delivery is acceptable.	Req No / Pri
Required Delivery			
A SW3211	10 EA	*433 Calendar Days	
Proposed Delivery			
A SW3211	10 EA		

OVER & ABOVE

Item No.
0002

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	LO		

Over and Above

DESCRIPTION

"Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is –

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

"Over and above work" shall be performed IAW the Appendix A and DFARS clause 252.217-7028. The Government shall be the sole authority to determine whether over and above work is appropriate. When over and above work is required a subCLIN shall be established on the order for authorization and funding. Delivery will be as negotiated between the Contractor and ACO/PCO.

FIXED PRICED ITEMS

OVER & ABOVE

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed, either the Contractor or the Contracting Officer (Administrative or Procuring) may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract.

Fixed priced items shall be defined as they are negotiated.

Associated Document(s)	Line Item(s)
FD20302600572 01	0002
Priority: R	

Data

Item No.
0003

Not Separately Priced

Quantity	U/I	Unit Price
	LO	NSP

Data

Data
In accordance with the Requirements set forth on the DD Form 1423

EXHIBIT	ITEM NO.	RELATED LINE ITEM NO.	DATA ITEM DECRIPTION	QTY	FREQ	UNIT PRICE	TOTAL PRICE
A	A001	0001	Commercial Asset Visibility (CAV) Reporting	1	As Req'd	NSP	NSP
A	A002	0001	Contract Depot Maintenance (CDM) Monthly Production Report	1	MTHLY	NSP	NSP
A	A003	0001	Government Property (GP) Inventory Report	1	ANNLY	NSP	NSP
A	A004	0001	Technical Data Package (TDP)	1	1 TIME	NSP	NSP
A	A005	0001	Report of Shipping (Item) and Packaging Discrepancy	1	As Req'd	NSP	NSP
A	A006	0001	Production Surge Plan	1	TBD	NSP	NSP
							NSP = NOT SEPARATELY PRICED

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

Associated Document(s)	Line Item(s)
FD20302600572 01	0003
Priority: R	

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
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

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)
(IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [*If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.*]*

	Title	Number	Date	Tailoring
*See Individual Line Item Schedule				

(Applicable only if specified in the individual order/call issued hereunder)

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

(Applicable to the furnishing of supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold)

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

(Applicable to all orders issued hereunder)

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

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))
(Applicable for supplies, services, or research and development)

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))
(Applicable when specifying f.o.b. origin)

52.247-30 **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))
(Applicable to f.o.b. origin at contractor's facility)

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]

(Applicable when delivery term is f.o.b. origin)

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))
(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).

_____

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

_____

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

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

(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.

_____

_____

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.

_____

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

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

(Applicable in solicitations and contracts or task or delivery orders, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when 252.232-7003 is used and none of the exceptions at 232.7002(b)(1) apply. See PGI 232.7004 for instructions on completing the clause)

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	TO BE CITED ON EACH INDIVIDUAL ORDER	$0.00

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
	ACRN TOTAL	$ 0.00

ACTIVITY ADDRESS CODE/ROUTING IDENTIFIER CODE (RIC) (MAR 2010)
(IAW AFI 24-230, DoD 4000.25-6M)

(a) The Contractor shall identify any existing Activity Address Code with the designated activity type (EB, ED, EJ, EP, EY or EZ) code, which applies to Contractor's approved F.O.B point when receiving, taking custody, issuing, or shipping DoD assets. Include existing Routing Identifier Code (RIC), which may be required for accessing Government Data Systems.

(b) Offeror shall insert the existing Activity Address Code and RIC Code, or identify that the Contracting Officer will need to obtain an Activity Address Code and/or Routing Identifier Code (RIC) on contractor's behalf.

Existing Activity Address Code _____

Existing Routing Identifier Code (RIC) _____

[ ] I currently do not possess an Activity Address Code for the designated activity type. Use the following address to obtain the Activity Address Code:

_____

_____

[ ] I currently do not possess a Routing Identifier Code (RIC) for the designated activity type.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

252.201-7000 **CONTRACTING OFFICER'S REPRESENTATIVE** (DEC 1991)
(IAW DFARS 201.602-70)
(Applicable to all orders issued hereunder)

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)
(Applicable when simplified acquisition threshold is exceeded, except for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense)

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)
(Applicable when simplified acquisition threshold is exceeded other than those for commercial items (see Parts 2 and 12))

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-7 **ANTI-KICKBACK PROCEDURES** (JUN 2020)
(IAW FAR 3.502-3)
(Applicable when the simplified acquisition threshold is exceeded)

52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(a))
(Applicable when noncommercial and the simplified acquisition threshold is exceeded)

52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(b))
(Applicable when the simplified acquisition threshold is exceeded)

52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (JUN 2020)
(IAW FAR 3.808(b))
(Applicable over $150,000)

52.203-19 **PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS** (JAN 2017)
(IAW FAR 3.909-3 (b))
(Applicable in all solicitations and resultant contracts other than personal services contracts with individuals)

252.203-7000 **REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2011)
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
(Applicable to all solicitations and contracts)

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023)
(IAW DFARS 203.570-3)
(Applicable when exceeding the simplified acquisition threshold (except for commercial items))

252.203-7002 **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022)
(IAW DFARS 203.970)
(Applicable to all solicitations and contracts)

52.204-10 **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020)
(IAW FAR 4.1403(a))
(Applicable over $30,000, unless not required to be reported in FPDS)

52.204-13 **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018)
(IAW FAR 4.1105(b))
(Applicable to solicitations that contain the provision at 52.204-7, and resulting contracts)

52.204-18 **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))
(Applicable when there is a requirement to be registered in SAM or to have a DUNS Number)

52.204-19 **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))
(Applicable to all solicitations and contracts)

52.204-21 **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021)
(IAW FAR 4.1903)
(Applicable in all solicitations and contracts, unless an exception is granted in accordance with OMB Memorandum M-23-13)

252.204-7000 **DISCLOSURE OF INFORMATION** (OCT 2016)
(IAW DFARS 204.404-70(a))

252.204-7002 **PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)
(IAW DFARS 204.7109(a))
(Applicable to all not separately priced subline items)

252.204-7003 **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
(Applicable to all orders issued hereunder)

252.204-7009 **LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION** (JAN 2023)
(IAW DFARS 204.7304(b))

252.204-7012 **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING** (MAY 2024)
(IAW DFARS 204-7304(c))

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)
Applicable in all solicitations and contracts except for the acquisition of COTS items.

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))
(Applicable to solicitations and contracts that involve litigation support services when 252.204-7014 is not included)

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

252.204-7021 **CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS** (NOV 2025)
(IAW DFARS 204.7504(a))

252.204-7022 **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)
(Applicable in solicitations and contracts when the contracting officer intends to expedite contract closeout through the mutual waiver of entitlement to a residual dollar amount of $1,000 or less determined at the time of contract closeout)

52.209-1 **QUALIFICATION REQUIREMENTS** (FEB 1995)
(IAW FAR 9.206-2)

(b)

Item No	Agency 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)

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)
(Applicable when exceeding $35,000)

52.209-9 **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(c))
(Applicable to solicitations and contracts over $550,000 and contracts where the offeror has checked “has” in paragraph (b) clause 52.209-7)

52.209-10 **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** (NOV 2015)
(IAW FAR 9.108-5(b))
(Applicable to all solicitations and contracts for the acquisition of products and services (including construction) unless waived IAW FAR 9.108-4)

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)
(Applicable to solicitations and contracts with a value of $150,000 or more)

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

52.210-1 **MARKET RESEARCH** (NOV 2021)
(IAW FAR 10.003)

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).
(Applicable to all rated orders)

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.

(Applicable when delivery of one or more "items" as defined at 252.211-7003(c) is required)

52.215-2 **AUDIT AND RECORDS--NEGOTIATION** (JUN 2020)
(IAW FAR 15.209(b)(1))
(Applicable if negotiated and above the simplified acquisition threshold, except commercial items and utility services at public prices plus reasonable connection charge)

52.215-8 **ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT** (OCT 1997)
(IAW FAR 15.209(h))
(Applicable when using uniform contract format that is not commercial or for construction)

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

52.216-18 **ORDERING** (AUG 2020)
(IAW FAR 16.506(a))
(a) Such orders may be issued from .

(Applicable to all orders issued hereunder)

52.216-19 **ORDER LIMITATIONS** (OCT 1995)
(IAW FAR 16.506(b))
(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than quantity of 5, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of quantity of 20;
(2) Any order for a combination of items in excess of ; or
(3) A series of orders from the same ordering office within __ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(Applicable to all orders issued hereunder)

52.216-22 **INDEFINITE QUANTITY** (OCT 1995)
(IAW FAR 16.506(e))
(d) Contractor shall not be required to make any deliveries under this contract after .

(Applicable to all orders issued hereunder)

252.217-7001 **SURGE OPTION** (DEC 2018)
(IAW DFARS 217.208-70(b))
(a) *General*. The Government has the option to--
(1) Increase the quantity of supplies or services called for under this contract by no more than _ percent;

252.217-7028 **OVER AND ABOVE WORK** (DEC 1991)
(IAW DFARS 217.7702)
(Applicable when containing requirements for over and above work, except as provided for in Subpart 217.71)

52.219-8 **UTILIZATION OF SMALL BUSINESS CONCERNS** (JAN 2025)
(IAW FAR 19.708(a))
(Applicable in solicitations and contracts when the amount is expected to exceed the simplified acquisition threshold unless a personal services contract is contemplated or if performance is entirely outside the United States.)

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN** (JAN 2025)
(IAW FAR 19.708(b))
(Applicable over $750,000)

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II** (NOV 2016)
(IAW FAR 19.708(b)(1)(ii))
(Applicable over $750,000 when contracting by negotiation and subcontracting plans are required)

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.]

(Applicable in solicitations and contracts exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(IAW FAR 22.103-5(a), DAFFARS 5322.101-1)

(IAW FAR 22.101-1(e), Applicable when the head of the contracting activity designates programs or requirements for which it is necessary that contractors be required to notify the Government of actual or potential labor disputes that are delaying or threaten to delay the timely contract performance (see 22.103-5(a)).

52.222-3 CONVICT LABOR (JUN 2003)
(IAW FAR 22.202)

(Applicable when performance is in the U.S., Puerto Rico, Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands, unless subject to the Walsh-Healey Public Contracts Act, purchase is from Federal Prisons Industries, Inc., or purchase is from any State prison of finished supplies that may be secured in the open market/existing stocks, as distinguished from supplies requiring special fabrication, and exceeds the micro-purchase threshold)

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)

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

(Applicable when exceeding $10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)

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

(Applicable to all orders issued hereunder)

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

(Applicable when the expected value is $150,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Director, Office of Federal Contract Compliance Programs, has waived, in accordance with 22.1305(b), all of the terms of the clause)

52.222-36 **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES** (JUN 2020)
(IAW FAR 22.1408(a))
(Applicable over $15,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)

52.222-37 **EMPLOYMENT REPORTS ON VETERANS** (JUN 2020)
(IAW FAR 22.1310(b))
(Applicable when the expected value is $150,000 or more and workers were recruited within the United States)

52.222-40 **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT** (DEC 2010)
(IAW FAR 22.1605)
(Applicable to all solicitations and contracts except under the simplified acquisition threshold, for work performed exclusively outside the U.S., or covered in their entirety by an exemption granted by the Secretary)

52.222-41 **SERVICE CONTRACT LABOR STANDARDS** (AUG 2018)
(IAW FAR 22.1006(a))
(Applicable to services over $2,500)

52.222-42 **STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES** (MAY 2014)
(IAW FAR 22.1006(b))
This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits

(Applicable to service items over $2,500)

52.222-44 **FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT** (MAY 2014)
(IAW FAR 22.1006(c)(2))
(Applicable over $100,000, fixed price, time-and-materials, or labor-hour service and FAR 52.222-41 applies)

52.222-50 **COMBATING TRAFFICKING IN PERSONS** (OCT 2025)
(IAW FAR 22.1705(a)(1))
(Applicable to all orders issued hereunder)

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* .

52.222-55 **MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026** (JAN 2022)
(IAW FAR 22.1906)

(Applicable to solicitations and contracts that include FAR 52.222-6 or 52.222-41, where work is to be performed, in whole or in part, in the United States)

52.222-62 **PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706** (JAN 2022)
(IAW FAR 22.2110)
(Applicable to contracts that include Service Contract Labor Standards where work is performed, in whole or part, in the United States)

52.223-20 **AEROSOLS** (MAY 2024)
(IAW FAR 23.109(d)(3))
(Applicable to solicitations and contracts not delivered or performed outside the U.S. or it's outlying areas, for products that may contain high global warming potential hydrofluorocarbons or involve maintenance or repair of electronic or mechanical devices)

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)

52.224-3 **PRIVACY TRAINING** (JAN 2017)
(IAW FAR 24.302(a))
(Applicable to all solicitations and contracts where contractor employees will have access to a system of records or personally identifiable information)

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

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022)
(IAW DFARS 225.7002-3(a))
(Applicable when exceeding the simplified acquisition threshold for food; clothing; tents, tarpaulins or covers; cotton and other natural fiber products; woven silk or woven silk blends; spun silk yarn for cartridge cloth; synthetic fabric, coated synthetic fabric; canvas products; wool; or any item of individual equipment (FSC 8465) manufactured from or containing such fibers, yarns, fabrics, or materials; to waste and byproducts of cotton or wool used in the production of propellants and explosives)

252.225-7048 **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)
(Applicable to all solicitations and contracts)

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)
(Applicable in solicitations and contracts that are for the acquisition of covered items, for use within the United States, and have an estimated value greater than $150,000)

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)
Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, valued above the simplified acquisition threshold.

252.225-7972 **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW Deviation 2024-O0014)
(Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless—

(a) The acquisition is for—

(1) Counter-unmanned aircraft system surrogate testing and training; or

(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or

(b) A waiver has been granted by the Secretary of Defense in accordance with 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).

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)
(Applicable to supplies or services exceeding $500,000)

52.227-1 **AUTHORIZATION AND CONSENT** (JUN 2020)
(IAW FAR 27.201-2(a)(1))
(Applicable except when both complete performance and delivery are outside the United States)

52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020)
(IAW FAR 27.201-2(b))
(Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)

52.227-13 **PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT** (DEC 2007)
(IAW FAR 27.303(e))

52.227-16 **ADDITIONAL DATA REQUIREMENTS** (JUN 1987)
(IAW FAR 27.409(d))

52.227-17 **RIGHTS IN DATA--SPECIAL WORKS** (DEC 2007)
(IAW FAR 27.409(e))

52.227-22 **MAJOR SYSTEM--MINIMUM RIGHTS** (JUN 1987)
(IAW FAR 27.409(k))

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

52.229-4 **FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)** (FEB 2013)
(IAW FAR 29.401-3(b))
(Applicable when the simplified acquisition threshold is exceeded and fixed-price noncompetitive, and performed wholly or partly within the United States, its possessions or territories, Puerto Rico or the Northern Mariana Islands)

52.229-12 **TAX ON CERTAIN FOREIGN PROCUREMENTS** (FEB 2021)
(IAW 29.402-3(b))
(Applicable in solicitations that contain the provision at 52.229–11, Tax on Certain Foreign Procurements—Notice and Representation and resultant contracts in which the contractor has indicated that it was a foreign person in solicitation provision 52.229–11, Tax on Certain Foreign Procurements—Notice and Representation.)

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

252.231-7000 **SUPPLEMENTAL COST PRINCIPLES** (DEC 1991)
(IAW DFARS 231.100-70)
(Applicable over $500,000)

52.232-1 **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))
(Applicable to fixed-price supply or services and non-regulated communication services).

52.232-8 **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))
(Applicable to fixed-price supply or fixed-price service)

52.232-11 **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))
(Applicable to fixed-price supply, fixed-price service, or transportation)

52.232-17 **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))
(Applicable when exceeding the simplified acquisition threshold)

52.232-18 **AVAILABILITY OF FUNDS** (APR 1984)
(IAW FAR 32.706-1(a))

52.232-23 **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))
(Applicable when the micro-purchase threshold is exceeded, unless the contract will prohibit the assignment of claims (see 32.803(b))

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 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.

(Applicable except when the clause at 52.212-4, Contract Terms and Conditions--Commercial Items is included)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(IAW FAR 32.1110(a)(1))

(Applicable for solicitations and contracts that include the provision at 52.204-7 or an agency clause that requires a contractor to be registered in the SAM database and maintain registration until final payment, unless (i) Payment will be made through a third party arrangement; or (ii) An exception listed in 32.1103(a) through (i) applies.)

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

(Applicable to all solicitations and contracts)

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

(Applicable to all solicitations and contracts)

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—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/ .

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes a 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).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) 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.

(Applicable to all orders issued hereunder)

252.232-7010 **LEVIES ON CONTRACT PAYMENTS** (DEC 2006)
(IAW DFARS 232.7102)
(Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

52.233-1 **DISPUTES** (MAY 2014)
(IAW FAR 33.215)
(Applicable except to foreign governments or their agencies, or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of 41 U.S.C. chapter 71 to the contract would not be in the public interest)

52.233-3 **PROTEST AFTER AWARD** (AUG 1996)
(IAW FAR 33.106(b))
(Applicable to all orders issued hereunder)

52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)
(IAW FAR 33.215(b))
(Applicable to all solicitations and contracts)

252.237-7010 **PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL** (JAN 2023)
(IAW DFARS 237.173-5)
(Applicable to solicitations and contracts for the provision of services)

252.237-7023 **CONTINUATION OF MISSION ESSENTIAL FUNCTIONS** (OCT 2010)
(IAW DFARS 237.7603(a))
(b) The Government has identified all or a portion of the Contractor services performed under this Contract as essential contractor services in support of mission essential functions. These services are listed in attachment ********** , Mission Essential Contractor Services, dated 00 - *** - 0000 .

52.242-13 **BANKRUPTCY** (JUL 1995)
(IAW FAR 42.903)
(Applicable when the simplified acquisition threshold is exceeded)

52.243-1 **CHANGES--FIXED-PRICE** (AUG 1987)
(IAW FAR 43.205(a)(1))
(Applicable to fixed-price supplies)

52.243-1 **CHANGES--FIXED-PRICE -- ALTERNATE I** (APR 1984)
(IAW FAR 43.205(a)(2))
(Applicable to services (other than architect-engineer or other professional services) with no supplies)

52.243-7 **NOTIFICATION OF CHANGES** (JAN 2017)
(IAW FAR 43.107)
(b) the Contractor shall notify the Administrative Contracting Officer in writing promptly, within __ calendar days

(d) The Contracting Officer shall promptly, within __ calendar days

252.243-7001 **PRICING OF CONTRACT MODIFICATIONS** (DEC 1991)
(IAW DFARS 243.205-70)
(Applicable to fixed-price efforts)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2022)
(IAW DFARS 243.205-71)
(Applicable when the simplified acquisition threshold is exceeded)

52.244-2 **SUBCONTRACTS** (JUN 2020)
(IAW FAR 44.204(a)(1), FAR 44.204(a)(3))
(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Subcontracts

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

Subcontracts

(Applicable to cost-reimbursement, letter contract exceeding the simplified acquisition threshold, fixed-price exceeding the simplified acquisition threshold under which unpriced actions are anticipated, time-and-materials exceeding the simplified acquisition threshold, or labor-hour contracts exceeding the simplified acquisition threshold)

52.244-5 **COMPETITION IN SUBCONTRACTING** (AUG 2024)
(IAW FAR 44.204(c))
(Applicable exceeding the simplified acquisition threshold when the order/contract results from noncompetitive procedures)

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

52.245-1 **GOVERNMENT PROPERTY** (SEP 2021)
(IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)
(Applicable in cost reimbursement, time-and-material, and labor-hour; and fixed-price when the Government will provide Government property. Also commercial where Government property exceeds $100,000)

52.245-9 **USE AND CHARGES** (APR 2012)
(IAW FAR 45.107(c))
(Applicable when FAR 52.245-1 is included)

252.245-7003 **CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION** (JAN 2025)
(IAW DFARS 245.107(3))
(Applicable to solicitations and contracts containing the clause at FAR 52.245-1, Government Property)

252.245-7004 **REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006)** (NOV 2021)
(IAW Deviation 2022-O0006)

252.245-7005 **MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY** (JAN 2024)
(IAW DFARS 245.107(4))
Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that contain the clause at FAR 52.245-1, Government Property.

52.246-25 **LIMITATION OF LIABILITY--SERVICES** (FEB 1997)
(IAW FAR 46.805(a)(4))
(Applicable to services)

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))
(Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)

52.247-68 **REPORT OF SHIPMENT (REPSHIP)** (FEB 2006)
(IAW FAR 47.208-2)

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

252.247-7028 **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)
(Applicable when shipping under Bills of Lading and Domestic Route Order under FOB origin contracts, Export Traffic Release regardless of FOB terms, or foreign military sales shipments)

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** (APR 2012)
(IAW FAR 49.502(b)(1)(i))
(Applicable over the simplified acquisition threshold, except as specified in FAR 49.502(b)(1)(i)(A), (B) or (C))

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))
(Applicable when fixed-price is contemplated and exceeds the simplified acquisition threshold)

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).

(Applicable to all orders issued hereunder)

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.
(Applicable to all orders issued hereunder)

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

(Applicable when requiring the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements)

52.240-91 Security Prohibitions and Exclusions.
As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

Alternate I (DATE XXXX). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes □ No □ DHS FASCSA Order

Yes □ No □ DoD FASCSA Order

Yes □ No □ DNI FASCSA Order

52.240-93 Basic Safeguarding of Covered Contractor Information Systems.
As prescribed in 40.303-2, insert the following clause:

Basic Safeguarding of Covered Contractor Information Systems (Deviation Date)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) 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).

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

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

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

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.210-1 Market Research.
As prescribed in 10.002 , insert the following clause:

Market Research (Deviation Date)

(a) Definition. As used in this clause—

Commercial product, commercial service, and nondevelopmental item have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.

(b) Before awarding subcontracts for noncommercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to determine, in the following order of priority, whether—

(1) A commercial product or commercial service can meet the agency's requirements;

(2) The requirements could be modified so the agency could use an existing commercial product or commercial service;

(3) A commercial product or commercial service could be modified to meet the agency's requirements; or

(4) The requirement can only be satisfied by a nondevelopmental item.

52.243-7 Notification of Changes.
As prescribed in 43.206, insert the following clause:

Notification of Changes (Deviation Date)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

252.240-7997
252.227-7989
252.227-7991
252.227-7996
252.227-7997

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
(IAW RFO 4.208(e))

52.204-13 System for Award Management Maintenance
(IAW RFO 4.208(b)(2))

52.204-19 Incorporation by Reference of Representations and Certifications
(IAW RFO 4.208(g))

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.
(IAW RFO 9.409)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.
(IAW RFO 9.108-6(b))

52.211-5Material Requirements
(IAW RFO 11.302)

52.215-2Audit and Records--Negotiation
(IAW RFO 15.110(b)(1))

52.215-8Order of Precedence--Uniform Contract Format
(IAW RFO 15.110(h))

52.216-21 Requirements
(IAW RFO 16.505(d))

52.219-8Utilization of Small Business Concerns
(IAW RFO 19.109(e))

52.219-28 Postaward Small Business Program Representation
(IAW RFO 19.101(a)(2)(iii)(A))

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

(1) The Contractor represents that it □ is, □ is not a small business concern under NAICS Code _____ assigned to contract number _____.
(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]
(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]
(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]
(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint
venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

(End of clause)

52.222-19 Child Labor--Cooperation with Authorities and Remedies
(IAW RFO 22.1502-2(a)(2))

52.222-20 Contracts for Materials, Articles, and Equipment
(IAW RFO 22.601-5)

52.222-35 Equal Opportunity for Veterans
(IAW RFO 22.1302-2(a)(1))

52.222-36 Equal Opportunity for Workers with Disabilities
(IAW RFO 22.1401-2(a)(1))

52.222-37 Employment Reports on Veterans
(IAW RFO 22.1302-2(b))

52.222-40 Notification of Employee Rights Under the National Labor Relations Act
(IAW RFO 22.1602-2)

52.222-50 Combating Trafficking in Persons
(IAW RFO 22.1703-2(a)(1)

52.222-54 Employment Eligibility Verification.
(IAW RFO 22.1802-2)

52.229-3Federal, State, and Local Taxes
(IAW RFO 29.401-3)

52.229-12 Tax on Certain Foreign Procurements
(IAW RFO 29.402-3(b))

52.233-1Disputes
(IAW RFO 33.205-9(a))

52.233-3Protests After Award
(IAW RFO 33.107(b))

52.233-4Applicable Law for Breach of Contract Claim

(IAW RFO 33.205-9(b))

52.243-1 Changes – Fixed Price
(IAW RFO 43.305(a)(1))

52.244-6 Subcontracts for Commercial Products and Commercial Services
(IAW RFO 44.403)

52.253-1 Computer Generated Forms
(IAW RFO 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	Transportation Data for Solicitations	10APR2026	2
AFMC 158	Packaging Requirements	10APR2026	2
DD FORM 2169	Special Packaging Instruction	UNDATED	2
	GFP Attachment	06APR2026	1
	CAV AF Reporting Requirements	UNDATED	7
DD FORM 1423-1	CDRL's	15JAN2026	6
	DID_81838 CAV Reporting	UNDATED	2
	DID_81995A CDM Monthly Production Report	UNDATED	3
	DID_80776B DI-SESS-80776B	UNDATED	2
	DID_80441D DI-MGMT-80441D		2
	DID_80503 DI-MGMT-80503		5
	DID_80969 DI-MGMT-80969		2
	Performance Work Statement PWS	29DEC2025	34

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))

(Applicable to all solicitations, including solicitations for task and delivery orders)

(Applicable to solicitations that include 52.204-16, Commercial and Government Entity Code Reporting)

(Applicable to solicitations that include FAR provisions 52.204-16)

(Applicable to all solicitation for Covered Telecommunications Equipment or Services-Representation.)

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

(Applicable in all solicitations, except for Federal Supply Schedules, Governmentwide acquisition contracts, and multi-agency contracts)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)
(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 $200,000 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.
____ (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.acquisition.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.
(Applicable to solicitations when using the provision at FAR 52.204-8, Annual Representations and Certifications)

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

(Applicable to all solicitations, including commercial except when solely for commercial-off-the-shelf items)

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).

(Applicable to all solicitations.)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(IAW FAR 9.104-7(b))

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

(Applicable to solicitations when the contract is expected to exceed $550,000)

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.

(Applicable to all solicitations)

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

(Applicable to solicitations for products or services that exceed simplified acquisition threshold; except commercial products or commercial services)

252.209-7011 **REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION** (AUG 2025)
(IAW DFARS 209.170-4)

Applicable in solicitations, including solicitations using FAR part 12 procedures for acquisitions to anInstitution of higher education.

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:_____.

(Applicable to all solicitations except commercial)

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)

Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, valued above the simplified acquisition threshold.

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

(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, unless one of the following exceptions applies:

(1) Acquisitions using simplified acquisition procedures that do not exceed the simplified acquisition threshold (as defined in 2.101).
(2) Emergency acquisitions using the emergency acquisition flexibilities defined in part 18.
(3) Acquisitions using the unusual and compelling urgency authority per 6.302–2.

(4) Contracts with a single individual for personal services that will not exceed the simplified acquisition threshold on an annual calendar year basis for all years of the contract.
(5) Acquisitions if the requiring activity identifies that the requirement is for certain foreign humanitarian assistance contracts which are payments made by the U.S. Government agencies pursuant to a contract with a foreign contracting party to obtain goods or services described in or authorized under 7 U.S.C. 1691, et seq., 22 U.S.C. 2151, et seq., 22 U.S.C 2601 et seq., 22 U.S.C. 5801 et seq., 22 U.S.C. 5401 et seq., 10 U.S.C. 402, 10 U.S.C. 404, 10 U.S.C. 407, 10 U.S.C. 2557, and 10 U.S.C. 2561.)

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))
(Applicable to solicitations except as provided in 4.1102(a))

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))
(Applicable to solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS number)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)
(IAW FAR 4.1008)
(Applicable in all solicitations)

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.

(Applicable to all solicitations)

252.204-7024 **NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM** (MAR 2023)
(IAW DFARS 204.7604)
(Applicable in solicitations for supplies and services, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services unless, except for supplies or services exempted by DoDI 5000.79)

252.204-7025 **NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS** (NOV 2025)

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.

(Applicable when the contract to be awarded will be a rated order. Ratings will be entered on individual orders)

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

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.

(Applicable to all solicitations, unless the solicitation is for a fixed-price acquisition made under simplified acquisition procedures or is for Information for planning purposes)

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)
(Applicable to solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless—

(a) The acquisition is for—

(1) Counter-unmanned aircraft system surrogate testing and training; or

(2) Intelligence, electronic warfare, and information warfare operations, testing, analysis, and training; or

(b) A waiver has been granted by the Secretary of Defense in accordance with 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).

252.227-7028 **TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT** (JUN 1995)
(IAW DFARS 227.7103-6(d), DFARS 227.7104-4(b)(5), DFARS 227.7203-6(e))

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).

(Applicable when the simplified acquisition threshold is exceeded)

252.237-7024 **NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES** (OCT 2010)
(IAW DFARS 237.7603(b))

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment ********** , Mission Essential Contractor Services, dated 00 - *** - 0000 , during periods of crisis. The offeror shall—

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).

(Applicable to provisions incorporated by reference)

Section L – Instructions to Offerors

28. Program Structure and Objective

1.1. The Government plans to award a single contract for the Overhaul of the F-16 Check Valve. This firm-fixed-price type Indefinite Delivery/Indefinite Quantity (IDIQ) type contract will include a 5-year period of performance.

2.0 General Instructions.

2.1. This competitive acquisition will be conducted utilizing price as the only evaluated factor. Contract award will be made to the offeror with the lowest total evaluated price (TEP). The offer shall be compliant with the requirements as stated in the Performance Work Statement (PWS). Non-conformance with the instructions provided in the Instructions to Offeror (ITO) may result in an offeror being ineligible for award. Offerors shall provide evidence of qualification in accordance with RFO 52.209-1 Qualification Requirements.

2.1.1. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

2.1.2. The proposal acceptance period is specified in SF 1447 Section A (Block 18) of the contract/solicitation. By signing the Request for Proposal (RFP), the offeror has made a clear statement that the proposal is valid until the date specified.

2.2. General Information

2.2.1. Point of Contact
The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in SF 1447 Section A (Block 7) of the contract/solicitation.

2.2.2. Debriefings
The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with RFO 15.206-2. Offerors excluded from the competitive range may request a pre-award debriefing, or they may choose to wait until after the source selection decision to request a post-award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in accordance with RFO 15.207-2. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of RFO 15.206-2 or RFO 15.301, as applicable.

2.2.3. Electronic Reference Documents
All referenced documents for this solicitation are available on the System for Award Management (SAM) website at https://sam.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

2.2.4. Submission, Modification, Revision, and Withdrawal of Proposals
Proposal packages shall be transmitted to the Solicitation PCO via the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) (https://piee.eb.mil). No other submission method, such as mail, hand carried, or other electronic system (e.g., DoDSAFE) are authorized by the solicitation unless specifically authorized by the PCO pursuant to paragraph 2.6 below. Detailed submittal instructions are located in ITO paragraph 2.6 and 2.7.

2.2.5 Electronic Offers All proposals shall be submitted in the PIEE Solicitation Module, https://piee.eb.mil/. For instructions on how to post an offer, please refer to the Posting Offer demo at https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf or https://pieetraining.eb.mil/wbt/sol/Posting_Offer.html. Be advised that classified information cannot be transmitted via the PIEE Solicitation Module. The PIEE Solicitation Module does allow the safe and secure transmission of CUI.

Offerors shall submit all proposal documents against Solicitation Number FA8118-26-R-0034 in the PIEE Solicitation Module. If a proposal is not submitted in the PIEE Solicitation Module against this Solicitation Number, then the submission will not be considered as having been submitted in response to this Solicitation. For example, any proposals that are submitted under the PIEE Solicitation Module's "Unsolicited Proposal" section are not considered to have been submitted in response to this Solicitation Number. Additionally, if a proposal is inadvertently submitted against a different Solicitation Number in the PIEE Solicitation

Module, then that proposal will not be considered as a response to this Solicitation. Similarly, if a portion of a proposal is incorrectly submitted (such as in the wrong PIEE module, the PIEE Solicitation Module "Unsolicited Proposal" section or under another solicitation number), then the incorrectly submitted portion of the proposal will not be considered as having been submitted in response to this Solicitation and will therefore not be evaluated by the Government.

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the PIEE Solicitation Module based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in the PIEE Solicitation Module if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

As described above, the Government will not search for incorrectly submitted proposals in the PIEE Solicitation Module. The submission date for all Volumes shall be no later than the date and time specified in the solicitation. Offerors are on notice that the PIEE Solicitation Module will determine a proposal as late, or untimely, if the submission is not fully submitted prior to the time specified in the solicitation. For example, if the time specified in the solicitation is 3:00 pm CST, then the PIEE system will consider a proposal as later if it is submitted at 3:00:01 pm CST, one second after the deadline. The PIEE Solicitation Module should notify an Offeror if the proposal was submitted after the deadline for submission, and whether a proposal is late. However, even if the PIEE Solicitation Module does not provide this notification, the PCO will utilize the time stamp(s) of the proposal submission(s) to make a determination if the proposal submission(s) was timely submitted. If multiple drop-offs occur, any drop-off after the time identified in the solicitation would render the entire proposal as late. Offerors are responsible for ensuring that the Government receives the complete proposal by the due date and time for proposal submission.

If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Offeror shall immediately notify the PCO. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The Offeror shall obtain written approval from the PCO to submit the proposal via an alternate method or the PCO may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

Offerors should consider the following suggestions for avoiding last-minute proposal submission problems:

(iv) Verify your account's ability to submit the necessary proposal information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:

(v) Login to the PIEE system as the Proposal Manager and access the Solicitation Module.

(vi) To access the Solicitation Module, Offerors are required to register for a PIEE account. If an Offeror already has a PIEE account, the role of Proposal Manager can be added to the existing PIEE account. If an Offeror does not already have a PIEE account, the Offeror can self-register for a PIEE user account and add the role of Proposal Manager.

(vii) Review resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.

For questions related to the PIEE Solicitation Module please contact disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil. You can also reach PIEE support by phone at 866-618-5988.

All electronic documents and files submitted shall contain the volume number and title. Use separate files to permit rapid location of all portions, including subfactors, required plans, exhibits, appendices, and attachments, if any. The Offeror shall submit volumes I through IV in electronic format. Each volume shall be submitted as a separate file. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office 365 Word, MS Office 365 Excel, MS Office 365 Power Point, and Adobe PDF Note: files must be searchable and able to copy and paste. For amendment purposes to the proposal, the "original" proposal shall be clearly identified.

2.2.6 Distribution

Once the Offeror has uploaded the Offeror's proposal in its entirety to PIEE Solicitation Module, the Offeror shall take a screen shot (Print Screen function) of the Offeror's PIEE Solicitation Module submission screen showing all the uploaded files included in the proposal submission. The Offeror shall notify the PCO, M. Ryan Churchwell (matthew.churchwell.2@us.af.mil) by email that the files have been uploaded and provide a copy of the PIEE Solicitation Module submission screen shot.

3.0. Factor 1 - Price

3.1. The offeror shall complete Schedule of Supplies or Services and Prices/Costs of the solicitation to include all unit prices and extended prices for each CLIN and/or SubCLIN. These instructions are to assist you in submitting information required to evaluate the reasonableness of your proposed prices/costs. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.

3.1.1. Price Reasonableness
The proposed prices will be evaluated for reasonableness. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition but may also be determined through price analysis techniques as described in RFO 15.404-1.

3.1.2. Price Realism
Offerors' proposals will be evaluated for price realism utilizing one or more price analysis techniques in RFO 15.404-1, as needed. The price realism evaluation will determine whether proposed prices are based on an adequate understanding of contract requirements. Offerors shall provide sufficient rationale describing how prices were developed (such as assumptions, historical data, projections, expertise, management decisions, etc.)

3.1.3 Unbalanced Pricing
Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one (1) or more contract line items is significantly over or understated. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or sub-line items. An offer that is determined to be unbalanced may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

3.2. Pricing Information Requirements
In accordance with RFO 15.403-2(b)(1), prices based on adequate price competition do not require submission of certified cost or pricing data. If, after receipt of proposals, there is insufficient information available to determine price reasonableness, balance and/or price realism, the offeror may be required to submit other than certified cost or pricing data. RFO does not preclude the requirement for obtaining other than certified cost or pricing data under certain circumstances, and the Government reserves the right to obtain data as appropriate. If, after receipt of proposals, the CO determines there is insufficient information available to determine price reasonableness and none of the exceptions in RFO 15.403-2 apply, the offeror shall be required to submit certified cost or pricing data.

4.0. Solicitation Requirements

4.1. Solicitation/Contract Form SF 1447
The offeror shall complete Blocks 13 and 27 of the SF1447. Signature by the offeror on the SF1447 constitutes an offer, which the Government may accept.

4.1.1. Supplies or Services and Prices/Costs
The offeror shall complete pricing information in Supplies or Services and Prices/Costs section of the solicitation.

4.1.2. Contract Clauses
The offeror shall complete provisions/clauses as required.

4.1.3. Representations, Certifications, and other Statements of Offerors
The Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM). After reviewing the SAM database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at RFO 52.204-7, System for Award Management – Registrations and RFO 52.204-13, System for Award Management – Maintenance, are correct.

4.2. Ombudsman
An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman for this acquisition is OC-ALC/PZC. This does not diminish the authority of the program director or CO, but communicates offeror concerns, issues, disagreements and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process; interested parties are invited to call OC-ALC/PZC at 405-736-3273.

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

Section M - Evaluation Factors for Award

1.0. Price-Only Competition

1.1. Basis for Contract Award
This acquisition will utilize price as the only evaluated factor. Award will be made to the offeror with the lowest total evaluated price (TEP) and whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, and certifications). In order to be eligible for award, the offeror must be an approved source IAW RFO 52.209-1, Qualification Requirements. The Government reserves the right to award without discussions. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

1.2 Solicitation Requirements (Terms and Conditions)
Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, Performance Work Statement (PWS) in addition to the price factor. Failure to comply with the terms and conditions of the solicitation may result in the

Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable, and the proposal, therefore, ineligible for award.

1.3 Number of Contracts to Be Awarded
The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

1.4 Competitive Range Determination
If negotiations are conducted, the Government shall establish a competitive range comprised of a group of evaluated proposals that the contracting officer determines are best suited proposals for further negotiations, in accordance with (IAW) RFO 15.204-1(a). A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after negotiations (if necessary), prior to issuance of the Final Proposal Revision (FPR) request, or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW RFO 15.206-2.

(viii) Negotiations
The Government intends to award without discussions, but reserves the right to conduct negotiations if necessary. Therefore, it is imperative that Offerors 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 negotiations, the contracting officer may request, or allow for offerors to provide, proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of negotiations, each offeror still in the competitive range shall be given an opportunity to submit a FPR. The Request for FPR letter will include specific instructions on how offerors will submit FPRs.

Additionally, The Government reserves the right to conduct clarifications in accordance with RFO 15.202(a)(2)(i-iv).

2.0. Evaluation Factor

2.1. Factor 1- Price

Price proposals will be evaluated as follows:

2.1.1. Completeness
Proposals will be reviewed for completeness. Incomplete proposals will be considered ineligible for award.

2.1.2. Price Reasonableness

The Government intends to determine price reasonableness based on adequate price competition. In the event the Government cannot determine price reasonableness based on adequate price competition, the Government reserves the right to conduct a more detailed price reasonableness evaluation using one or more of the price analysis techniques described in RFO 15.404-1. The Government may also use other evaluation techniques, as needed. To be reasonable, the proposed price must demonstrate an adequate understanding of the requirement. All documentation submitted to support price reasonableness will be considered in the evaluation. Offerors who fail to submit a price rationale in accordance with Section L, para 3.1.1 and/or whose price is determined unreasonably high based on an inadequate understanding of requirements will be ineligible for award.

2.1.3. Price Realism

The Government intends to determine price realism based on adequate price competition. In the event the Government cannot determine price realism based on adequate price competition, the Government reserves the right to conduct a more detailed price realism evaluation using one or more of the price analysis techniques described in RFO 15.404-1. The Government may also use other evaluation techniques, as needed. To be realistic, the proposed price must demonstrate an adequate understanding of the requirement. All documentation submitted to support price realism will be considered in the evaluation. Offerors who fail to submit a price rationale in accordance with Section L, para 3.2 and/or whose price is determined unrealistically low based on an inadequate understanding of requirements will be ineligible for award.

2.1.4. Unbalanced pricing

Offerors' proposals will be reviewed for unbalanced pricing. The Government will evaluate any supporting information provided by the Offeror explaining variances that appear unbalanced. Evaluated offers that are determined to be unbalanced may be deemed ineligible for award by the Contracting Officer if a determination is made that lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more line items (including sub line items) is significantly over or understated as demonstrated by application of price analysis techniques, such that:

29. There is reasonable doubt the offer would result in the lowest overall cost to the Government, even though it is the lowest priced Offeror; or
30. The offer is so grossly unbalanced; its acceptance would be tantamount to allowing an advanced payment.

2.1.5. Total Evaluated Price (TEP):

The TEP will be calculated as the sum of the total proposed prices for all separately priced line items (including sub line items). The total proposed price for each separately priced line item shall be calculated as the proposed unit price multiplied by the corresponding quantity/Best Estimated Quantity (BEQ).

The total proposed price for all options will be added to the total proposed price for the basic requirement as a part of the TEP calculation.

TEP will be used for evaluation purposes only. Evaluation of options shall not obligate the Government to exercise such options.

The TEP will be calculated as the sum of the offeror's proposed prices for the base period and all option periods.