SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA2	1 75

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	SPRRA2-26-R-0014	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2025NOV18	SEE SCHEDULE

7. Issued By	Code	8. Address Offer To (If Other Than Item 7)
DEFENSE LOGISTICS AGENCY DLA-AVN-AHA-AHCB 5201 MARTIN ROAD/DLA-AVN-AH REDSTONE ARSENAL AL 35898-7340	SPRRA2	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm **(hour) local time** 2025DEC22 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	DELORA M CRUTCHER	(256)	690-5756		DELORA.CRUTCHER@DLA.MIL

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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X	B	Supplies or Services and Prices/Costs	5			**Part III - List Of Documents, Exhibits, And Other Attach.**	
	C	Description/Specs./Work Statement			J	List of Attachments	
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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
☒ 10 U.S.C. 2304(c)(1) ☐ 41 U.S.C. 253(c)( )		25

24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

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

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DELORA M CRUTCHER
Buyer Office Symbol/Telephone Number: DLA-AVN-AHA-AHCB/(256)690-5756
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A-1. THIS REQUIREMENT IS LIMITED SOURCED TO ELMA ELECTRONIC INC., CAGE CODE: 76096, APPROVED DISTRIBUTOR PIONEER INDUSTRIES, LLC CAGE CODE: 76096, IAW 10 U.S.C. 2304 (c)(1) FAR 6.302-1 (a)(2).

A-2. THIS IS A THREE-YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ), FIRM FIXED PRICE EFFORT, NSN: 5998-01-630-5352, P/N 1364723-4, ELECTRONIC COMPONENTS. TRACKING a 3-YEAR BASED ON EMAIL CORRESPONDENCE WITH SP/SOURCING.

A-3. THIS REQUIREMENT IS IN SUPPORT OF THE D6-PATRIOT WEAPON SYSTEM.

A-4. FLIGHT SAFETY/CRITICAL SAFETY ITEM (CSI) IS NOT REQUIRED.

A-5. PRODUCTION LOT TESTING (PLT) IS NOT REQUIRED.

A-6. FIRST ARTICLE IS REQUIRED. IF WAIVER NOT APPROVED PASS THE VALID WAIVER OF 01/29/2027.

A-7. FAT UNIT SHALL BE RETAINED AS A MATERIAL STANDARD. TEST ITEM WILL NOT BE DSTROYED AS PART OF TESTING.

A-8. FIRST ARTICLE TEST IS WAIVED. ELMA ELECTRONIC INC., CAGE: 76096, VALID TO 01/29/2027.

A-9. SNRR MARKINGS ARE NOT REQUIRED.

A-10. TAMMS-A MARKINGS ARE NOT REQUIRED.

A-11. IUID MARKINGS ARE REQUIRED.

A-12. RFID MARKINGS ARE NOT REQUIRED.

A-13. ARMS EXPORT CONTROL IS APPLICABLE.

"THE TECHNICAL DATA PACKAGE WILL BE PROVIDED VIA THE DoD SAFE SITE, https://safe.apps.mil/ , WHICH CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22 U.S.C., SEC 2751 ET SEQ.) OR EXECUTIVE ORDER 12470. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DUE TO CURRENT SAM.GOV SOFTWARE CONSTRAINTS, TECHNICAL DATA PACKAGES CANNOT BE ATTACHED TO THIS NOTICE. INTERESTED PARTIES MUST SUBMIT A REQUEST FOR TECHNICAL DATA PACKAGES VIA EMAIL TO CONTRACT SPECIALIST POINT OF CONTACT LISTED BELOW. ENSURE THE PRON NUMBER IS ENTERED IN THE SUBJECT LINE OF THE EMAIL. ONCE REQUESTS ARE RECEIVED, THE TECHNICAL DATA PACKAGES WILL BE SENT VIA THE DoD SAFE SITE, https://safe.apps.mil/. INTERESTED PARTIES HAVE 7 CALENDAR DAYS TO RETRIEVE AND DOWNLOAD THE TDP FROM THE DoD SAFE SITE BEFORE THE LINK EXPIRES."

Export Control requires the applicable certifications to be current for both the quoter and manufacturer. The offeror and any source(s) of supply it will use for contract performance must have an active United States/Canada Joint Certification Program (JCP) certification to access export-controlled data. DLA does not intend to delay award in order for an ineligible offeror its source(s) supply to apply for and receive authority approval to access the export-controlled data.

A-14. SERIAL NUMBERING IS NOT REQUIRED.

A-15. FIT CHECK IS NOT REQUIRED.

A-16. CONTRACTOR POINT OF CONTACT INFORMATION:
NAME: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____

A-17. DCMA ACO POINT OF CONTACT INFORMATION:
NAME: SUNKAJI RHUNMA
TELEPHONE NUMBER: 443-774-1006
E-MAIL ADDRESS: SUNKAJI.RHUNMA2.CIV@MAIL.MIL

A-18. CONTRACT SPECIALIST POINT OF CONTACT INFORMATION:
NAME: DELORA CRUTCHER
OFFICE SYMBOL: DLA-AVN-AHCB
TELEPHONE NUMBER: 445-737-2726 C: 256-476-9966
E-MAIL ADDRESS: DELORA.CRUTCHER@DLA.MIL

A-19. SUBCONTRACTING PLAN APPLIES TO REQUIREMENTS OVER $950K+ REQUIREMENTS SET ASIDE TO LARGE BUSINESS SOLE SOURCE AND COMPETITIVE ACQUISITIONS

A-20. FUNDS WILL BE OBLIGATED/CITED UPON ISSUANCE OF EACH DELIVERY ORDER.

A-21. ACCELERATED DELIVERY IS ENCOURAGED AND AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.

A-22. HISTORY FOR COMPETITIVE BUYS:

Delivery Order:
SPRRA223F0002
AWARD DATE: 28 FEB 2023
QUANTITY: 10 EACH
UNIT PRICE: $39,760.00
TOTAL PRICE: $397,600.00
CONTRACTOR: ELMA ELECTRONICS (CAGE: 76096)

Delivery Order:
SPRRA220F0034
AWARD DATE: 05 FEB 2020
QUANTITY: 10 EACH
UNIT PRICE: $34,915.00
TOTAL PRICE: $349,000.00
CONTRACTOR: ELMA ELECTRONICS (CAGE: 76096)

Delivery Order:
SPRRA219F0034
AWARD DATE: 14 FEB 2019
QUANTITY: 10 EACH
UNIT PRICE: $34,915.00
TOTAL PRICE: $349,000.00
CONTRACTOR: ELMA ELECTRONICS (CAGE: 76096)

A-23. CONTRACTOR FIRST ARTICLE TEST:
Number of samples to be tested = 1
Inspection: Origin (DCMA)
Acceptance: Origin (DCMA)
Deliver FOB: Destination
BY: 300 DACA Delivery Days

First Article Test Report:
THE FIRST ARTICLE TEST REPORT WILL BE SENT ELECTRONICALLY TO:
DLAHSVPOSTAWARDTEAM@DLA.MIL
IF THE FILE IS TOO LARGE OR ENCRYPTION IS NEEDED, A DOD SAFE LINK WILL BE SENT TO YOU FOR UPLOAD USING https://safe.apps.mil/ . PLEASE USE THE DLAHSVPOSTAWARDTEAM@DLA.MIL EMAIL ADDRESS TO REQUEST THE LINK

Inspection: Origin (DCMA)
Acceptance: Destination (SPRRA1) by the PCO
Ship to: SPRRA1 (DLAHSVPostAwardTeam@dla.mil)
WAWF submittal will be a COMBO
Acceptance of the FATR will take place first and then Acceptance of the FAT by DCMA will commence.
Delivery Schedule:
345 Days ARO: Contractor First Article completed and Report Submission
30 Days: Government Review and Notification to Contractor
300 DAFAA: Delivery of Production Units

FIRST ARTICLE TEST TIME IS 30 DAYS. UNITS TO BE TESTED IS 1 EACH. FIRST ARTICLE TEST SHALL BEGIN ON A MUTUALLY AGREED UPON DATE BETWEEN THE GOVERNMENT AND THE CONTRACTOR. THE DATE SHALL OCCUR WITH ENOUGH TIME IN ADVANCE TO BEGIN SCHEDULED DELIVERIES 300 DACA (BASED ON PLT

CALCULATIONS). THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING 30 DAYS PRIOR TO THE PROPOSED DATE OF FIRST ARTICLE TESTING. THE FIRST ARTICLE TEST REPORT IS DUE 15 DAYS AFTER FAT. THE GOVERNMENT HAS 30 DAYS TO APPROVE/DISAPPROVE THE TEST REPORT.

A-24. Defense Priority and Allocations System (DPAS)

This is a DO DPAS rated order, and you are required to notify DLA within 15 days of receipt of order if the rated order cannot be fulfilled as written. This includes conflicting rated order schedules. If no response is received during the required response time, the contractor self-attests order acceptance as is.

A-25. Certified Cost or Pricing Data:

NOTICE: YOUR ATTENTION IS INVITED TO FEDERAL ACQUISITION REGULATION (FAR) 15.403-4, RELATIVE TO THE REQUIREMENT FOR OBTAINING CERTIFIED COST OR PRICING DATA. YOU ARE REQUIRED TO SUBMIT OTHER THAN COST OR PRICING DATA, IF REQUESTED. OFFEROR MAY USE THEIR OWN FORMAT TO PROVIDE, AT A MINIMUM, A BREAKDOWN OF ALL THE COST ELEMENTS TO INCLUDE PROFIT/FEE WHICH COMPRISE THE TOTAL PROPOSED PRICE OR SALES HISTORY. FAILURE TO PROVIDE OTHER THAN COST OR PRICING DATA IF REQUESTED WILL RESULT IN YOUR OFFER BEING CONSIDERED NONRESPONSIVE.

A-26. CONTRACTORS USING THE PROPRICER SYSTEM:

The original unedited ProPricer system generated Excel file is hereby requested. In Excel Workbook format (xlsx) provide a ProPricer system generated "Detail Cost Breakdown" report, with "Export Full Pricing" set to "Annual". This Excel file shall be a full working cost model containing the original columns, formulas, and worksheets only. Do not modify the ProPricer system generated Excel file in any manner. Excel tabs to include:

1) P-Sheet (needed at minimum)
2) Direct Rates
3) Indirect Rates
4) CERs (if applicable)
5) CER Factors (if applicable)

A-27. Long Lead Time and or Long-Term Contracts

FOR LONG LEAD TIME ITEMS AND/OR LONG-TERM CONTRACTS, THE PARTIES RECOGNIZE THERE IS A RISK THAT PART(S) OR COMPONENT(S) REQUIRED FOR PERFORMANCE OF THE CONTRACT/PURCHASE ORDER MAY BECOME UNAVAILABLE DUE TO OBSOLESCENCE. UPON RECEIPT OF THE CONTRACT/PURCHASE ORDER, CONTRACTOR IS RESPONSIBLE FOR VERIFYING ITS SOURCES OF SUPPLY. IF AT ANY TIME DURING THE COURSE OF PERFORMANCE CONTRACTOR BECOMES AWARE THAT IT IS UNABLE TO PROCURE A PART OR COMPONENT NECESSARY TO FULFILL THE REQUIREMENTS OF THE CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING WITHIN THIRTY DAYS. NOTIFICATION SHALL INCLUDE CONTRACTORS RECOMMENDATION FOR CORRECTION OF THE PROBLEM, IF POSSIBLE, WITH ESTIMATED COST AND SCHEDULE IMPACT, IF ANY. THE CONTRACTING OFFICER WILL DETERMINE THE APPROPRIATE COURSE OF ACTION AND PROVIDE DIRECTION TO THE CONTRACTOR. IN NO EVENT WILL CONTRACTOR PROCEED WITH IMPLEMENTATION OF ITS RECOMMENDATION WITHOUT WRITTEN DIRECTION FROM THE CONTRACTING OFFICER. AT THE SOLE DISCRETION OF THE CONTRACTING OFFICER, THE CONTRACT MAY BE TERMINATED IN WHOLE OR IN PART, AS APPROPRIATE.

A-28. Product Quality Deficiency Reports (PQDRs)

The Product Quality Deficiency Report Program (Army Regulation 702-7) will be used when contractors: 1) deliver deficient items or 2) receive deficient items from a DoD supply chain in support of Army requirements. When requested, the Contractor shall assist the cognizant Contract Administration Office in evaluating PQDRs and exhibits for defects reported on items manufactured under this contract to determine the root cause for deficiencies. Corrective action and Preventative Action to preclude recurrence of discrepancies shall be an integral part of the Contractor's Quality Program. These defects may be reported from any DoD activity that discovers a defective item.

A-29. Special Packaging Instruction (SPI)

Number: AL16305352

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
B-1. APPROVED SOURCES:

Name	Cage Code	MFG Part number
ELMA Electronics Inc	76096	13647234-4
Pioneer Industries	66200	13647234-4

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THIS IS A THREE (3) YEAR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) SOLICITATION NUMBER: SPRRA2-26-R-0014. FUNDS SHALL BE OBLIGATED/CITED UPON THE ISSUANCE OF EACH DELIVERY ORDER. THE GOVERNMENT WILL ONLY BE OBLIGATED TO ISSUE ANY ADDITIONAL ORDERS AGAINST THIS CONTRACT; HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO ORDER UP TO THE MAXIMUM QUANTITY OF 54 EACH. THE GOVERNMENT HAS SEGREGATED THE POTENTIAL QUANTITIES INTO THREE (3) ORDERING PERIODS. HOWEVER, THIS DOES NOT PRECLUDE EXERCISING ITS RIGHTS UNDER FAR 52.216-19 BY ORDERING THE MAXIMUM QUANTITY SPECIFIED IN FAR 52.216-19(b)(1) AT ANY TIME DURING THE INDEFINITE QUANTITY PERIOD. THE GOVERNMENT INTENDS TO AWARD ONLY ONE BASIC INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT AS A RESULT OF THIS SOLICITATION. THE GOVERNMENT'S MINIMUM QUANTITY OF THE BASIC CONTRACT IS 26 EACH TO BE ISSUED/ORDERED AT THE DESCRETION OF THE GOVERNMENT. THE GOVERNMENT'S MAXIMUM QUANTITY DURING THE INDEFINITE QUANTITY PERIOD IS 54 EACH. PRICES QUOTED FOR EACH ORDERING PERIOD WILL BE VALID FOR ALL QUANTITIES ORDERED DURING THAT ORDERING PERIOD. THE SOLICITATION IS FOR THE SUPPLIES AS DETAILED ON THE FOLLOWING PAGES. OFFERORS ARE CAUTIONED TO ENSURE THAT OFFERS ARE PROVIDED ON ALL QUANTITIES. FAILURE TO PROPOSE ALL CLINS, WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. YEAR 1 WILL BE FROM DATE OF AWARD THROUGH DAY 365 DAYS AFTER CONTRACT AWARD (DACA). YEAR 2 WILL BEGIN 366 DACA AND END 730 (DACA). YEAR 3 WILL BEGIN 731 DACA AND END 1,095(DACA). THE CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH CLIN ABOVE. OFFEROR IS CAUTIONED TO ENSURE THAT AN OFFER IS PROVIDED ON ALL QUANTITIES FOR ALL CLINS. THE CONTRACTOR SHALL PROVIDE UNIT PRICES FOR EACH OF THE RANGES REFLECTED BELOW ON THE FOLLOWING PAGES. (End of narrative A001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ELECTRONIC COMPONENTS NSN: 5998-01-630-5352 Mfr CAGE: 18876 Mfr Part Number: 13647234-4				
0001AA	PRODUCTION QUANTITY YEAR 1 COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES) WT [159 LBS] LN [32.5 IN] WD [31.9 IN] DP [30.8 IN] CF [18.479] DELIVERIES SHALL COMMENCE 300 DAYS AFTER RECEIPT OF ORDER. Special Packaging Instructions (SPI) NUMBER: AL16305352 (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination	26 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS,TX,79916-5801				
0002	ELECTRONIC COMPONENTS NSN: 5998-01-630-5352 Mfr CAGE: 18876 Mfr Part Number: 13647234-4				
0002AA	CONTRACTOR FIRST ARTICLE TEST QUANTITY COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES) WT [159 LBS] LN [32.5 IN] WD [31.9 IN] DP [30.8 IN] CF [18.479] DELIVERIES SHALL COMMENCE 345 DAYS AFTER RECEIPT OF ORDER. Special Packaging Instructions (SPI) NUMBER: AL16305352	1 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30 Deliveries or Performance FOB POINT: Destination SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS,TX,79916-5801				
0002AB	PRODUCTION QUANTITY YEAR 2 COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES) WT [159 LBS] LN [32.5 IN] WD [31.9 IN] DP [30.8 IN] CF [18.479] DELIVERIES SHALL COMMENCE 345 DAYS AFTER RECEIPT OF ORDER. Special Packaging Instructions (SPI) NUMBER: AL16305352	13 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS,TX,79916-5801				
0002AC	CONTRACTOR FIRST ARTICLE TEST REPORT COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking FIRST ARTICLE TEST REPORT WILL BE SENT ELECTRONICALLY TO: DLAHSVPOSTAWARDTEAM@DLA.MIL IF THE FILE IS TOO LARGE OR ENCRYPTION IS NEEDED, A DOD SAFE LINK WILL BE SENT TO YOU FOR UPLOAD USING HTTPS://SAFE.APPS.MIL/ PLEASE UST THE DLAHSVPOSTAWARDTEAM@DLA.MIL EMAIL ADDRESS TO REQUEST THE LINK (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0360	1 (E)	EA	$ ** NSP **	$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (W90BWX) XR W1DF CCDC AV MISSILE CENTER BLDG 5400 FOWLER RD CENTER SUPPORT FACILITIES LOGISTICS REDSTONE ARSENAL,AL,35898-5000				
0003	ELECTRONIC COMPONENTS NSN: 5998-01-630-5352 Mfr CAGE: 18876 Mfr Part Number: 13647234-4				
0003AA	CONTRACTOR FIRST ARTICLE TEST QUANTITY COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES) WT [159 LBS] LN [32.5 IN] WD [31.9 IN] DP [30.8 IN] CF [18.479] DELIVERIES SHALL COMMENCE 345 DAYS AFTER RECEIPT OF ORDER. Special Packaging Instructions (SPI) NUMBER: AL16305352	1 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30 Deliveries or Performance FOB POINT: Destination SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS,TX,79916-5801				
0003AB	PRODUCTION QUANTITY YEAR 3 COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES) WT [159 LBS] LN [32.5 IN] WD [31.9 IN] DP [30.8 IN] CF [18.479] DELIVERIES SHALL COMMENCE 345 DAYS AFTER RECEIPT OF ORDER. Special Packaging Instructions (SPI) NUMBER: AL16305352	13 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W90BTD) SR W0H9 US ARMY AVN & MISSLES CMD AMCOM FLEET MGT CENTER AFMC HOLBROOK RD BLDG 722 FORT BLISS,TX,79916-5801				
0003AC	CONTRACTOR FIRST ARTICLE TEST REPORT COMMODITY NAME: ELECTRONIC COMPONENTS CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking FIRST ARTICLE TEST REPORT WILL BE SENT ELECTRONICALLY TO: DLAHSVPOSTAWARDTEAM@DLA.MIL IF THE FILE IS TOO LARGE OR ENCRYPTION IS NEEDED, A DOD SAFE LINK WILL BE SENT TO YOU FOR UPLOAD USING HTTPS://SAFE.APPS.MIL/ PLEASE UST THE DLAHSVPOSTAWARDTEAM@DLA.MIL EMAIL ADDRESS TO REQUEST THE LINK (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0360	1 (E)	EA	$ ** NSP **	$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (W90BWX) XR W1DF CCDC AV MISSILE CENTER BLDG 5400 FOWLER RD CENTER SUPPORT FACILITIES LOGISTICS REDSTONE ARSENAL,AL,35898-5000				

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001:2015, OR EQUIVALENT: ALL PARAGRAPHS EXCEPT 7.1, 7.2, 7.4, 7.5, and 7.6
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION (JAN 1991)	FEB/2006
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-8	52.211-8	TIME OF DELIVERY	JUN/1997

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER CONTRACT AWARD
CLIN 0001AA	26 EA	300 DAYS
CLIN 0002AA	1 EA	345 DAYS
CLIN 0002AB	13 EA	345 DAYS
CLIN 0002AC	1 EA	360 DAYS
CLIN 0003AA	1 EA	345 DAYS
CLIN 0003AB	13 EA	345 DAYS
CLIN 0003AC	1 EA	360 DAYS

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT	
CLIN 0001AA	26 EA	_____	
CLIN 0002AA	1 EA	_____	
CLIN 0002AB	13 EA	_____	
CLIN 0002AC	1 EA	_____	
CLIN 0003AA	1 EA		_____
CLIN 0003AB	13 EA		_____
CLIN 0003AC	1 EA		_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

F-9 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) JAN/2023

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

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

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A

__N/A_____ N/A _____

__N/A_____ N/A _____

(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
__N/A_____	N/A _____
__N/A_____	N/A _____
__N/A_____	N/A _____

(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 N/A.

(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 N/A.

(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.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information
technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

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

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/ ; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

F-1. Time of Delivery Accelerated Delivery

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.

*** END OF NARRATIVE F0001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)	JAN/2023

(a) Definitions. As used in this clause

"Department of Defense Activity Address Code (DoDAAC)" is a six-position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done externally to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov ; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

INVOICE AND RECEIVING COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

I/A: SOURCE/SOURCE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance-based payments, submit a performance-based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF

when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	SPRRA2
Admin DoDAAC**	S0302A
Inspect By DoDAAC	S2206A
Ship To Code	W90BTD
Ship From Code	66200
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

Name: Sunkaji Rhunma
Telephone: 443-884-1006
Email: sunkaji.rhunma2.civ@mail.mil

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. BAR CODE MARKINGS

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

H-2. DEFENSE PRIORITY AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS

Defense Priorities and Allocations System (DPAS) Rated Awards (JUNE 2025)
A DPAS rated order indicates the priority the contractor must give to the performance of the award. There are two priority ratings: "DX" and "DO". All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. All "DO" rated orders have equal priority with each other and take preference over unrated orders. (see 15 CFR 700.11 and DoDM 4400.1-M).

Mandatory Contractor Performance Scheduling
A contractor must schedule operations, including the acquisition of all needed production items, in a timely manner to satisfy the delivery requirements of each DPAS rated order. Additionally, contractors are required to use DPAS rated orders with their U.S. suppliers to obtain items needed to fill rated orders (15 CFR 700.15). Contractors may also use DPAS rated orders to obtain replacements of inventoried items used to fill rated orders (see 15 CFR 700.17(b)). Modifying production or delivery schedules is necessary only when required delivery dates for a rated order cannot otherwise be met. Since "DX" indicates the highest rated order, the manufacturer will schedule its production before processing other lower or unrated orders. "DX" rated orders must be given production preference over "DO" rated orders and unrated orders if necessary to meet required delivery dates, even if this requires the diversion of items being processed or ready for delivery against unrated orders. Similarly, "DO" rated orders must be given preference over unrated orders. If an accepted rated order of equal priority status conflicts with other accepted rated orders of equal priority status, the contractor must prioritize the rated orders in the sequence in which the rated orders are to be delivered or performed (see 15 CFR 700.14).

Contractor Acceptance of a DPAS rated order:
[Contractors receiving an award that includes a DPAS rating shall advise DLA via the post award mailbox (DLAHSVPostAwardTeam@dla.mil), if they cannot perform in accordance with the requirements of the applied DPAS rating. When rejecting an order in full, communication to the contracting officer must include a detailed reason for rejection. If the order can be fulfilled at a later date, the contractor must provide, a) the earliest possible delivery date, b) a detailed reason why the awarded delivery date cannot be met (e.g. reason should not simply state a production delay) and c) an offer to accept the order based on that date. Contractors must advise DLA within fifteen (15) working days after receipt of a "DO" rated order, and within ten (10) working days after receipt of a "DX" rated order if they cannot perform in accordance with the DPAS rating. Contractors that do not contact DLA are self-attesting that they acknowledge receipt of the award and will conform to the DPAS rating requirement. If the prescribed response time has passed and the contractor learns that shipment or performance will be delayed, the contractor is still required to notify DLA immediately.

Special Priority Assistance:
Preferential scheduling is a must for DPAS rated orders (see 15 CFR 700.14). If a contractor learns that a shipment or performance will be delayed after the allotted response time has passed or any other issue arises that will affect deliveries during the duration of the contract, the contractor is required to notify DLA immediately through the use of Form BIS-999, Special Priorities Assistance (SPA). Deviations from schedules cannot be approved without the completion and submission of this form. Once submitted, DLA and its customers will discuss the SPA for approval. The Department of Commerce requires an approved BIS-999 prior to reprioritizing DPAS rated orders and its schedules (See 15 CFR 700.50). Please contact DLA post award for any SPA questions or concerns.

H-3. ELECTRONIC FABRICATION: REQUIREMENTS FOR ELECTRICAL AND ELECTRONIC ASSEMBLIES

1. Notwithstanding any other provision contained in any part of this contract to the contrary, the minimum requirements/standards for soldering electrical and electronic assemblies shall be the non-military joint industry standard, ANSI/J-STD-001, Class 3. The revision of ANSI/J-STD-001 in effect on the effective date of the contract shall govern the hardware produced hereunder. A copy of ANSI/J-STD-001 may be obtained from the Institute for Interconnecting and Packaging Electronic Circuits (IPC), 3000 Lakeside Drive, 105N, Bannockburn, IL, 60015, HYPERLINK "https://www.ipc.org"https://www.ipc.org.

2. The contractor shall establish and maintain an electronic/electrical parts control program and shall maintain and make available to the Government records and data which will provide visibility and traceability of all parts used in the production of the equipment under this contract. This selection of parts shall not be construed to relieve the contractor of meeting specified performance of the end item in which the part is used.

3. The Technical Data Package (TDP) shall serve as the baseline Program Parts Selection List (PPSL) and the parts and sources listed therein are the standard parts and sources. A Non-Standard Part is defined as a part or source other than that cited in the PPSL. When the contractor desires to use a part or source other than those cited in the PPSL, the change must be approved by the Government via a Request for Deviation (RFD) as defined elsewhere in this contract. Failure on the part of the contractor to submit such RFDs may result in the replacement of the nonstandard part with the standard part by the Government at the contractor's expense for all affected items.

4. The contractor shall provide objective evidence such as form, fit, function, and interchangeability data that shows the proposed part complies with the requirements of applicable parts documentation. The RFD shall detail the technical justification for the use of the part and advantages of the nonstandard part, if any. Compare the nonstandard part to the standard part whose characteristics are nearest to those required for the application. Include, when applicable:
a. Part Number and Source
b. Size and weight data.
c. Electrical and mechanical characteristics
d. Reliability (with data if requested)
e. Availability of the standard part (delivery schedules, still available etc.)
f. Supplemental data such as existing control drawings, specifications, vendor data sheets, and other pertinent data. Data need not be furnished for nonstandard parts covered by documents listed in the Department of Defense Index of Specifications and Standards (DoDISS) or Standardized Military Drawings (SMD).

5. The Contractor shall maintain a Lead-Free Control Plan (LFCP) and make available to the Government upon request. The requirement for a Lead-Free Control Plan shall be flowed down to suppliers of equipment that may include lead-free materials. The LFCP shall follow the guidelines set forth in GEIA-STD-0005-1, "Performance Standard for Aerospace and High-Performance Electronic Systems Containing Lead-Free Solder" or its equivalent. In addition, the LFCP shall also include tin whisker mitigation plans in accordance with GEIA-STD-0005-2, "Standard for Mitigating the Effects of Tin Whiskers in Aerospace and High-Performance Electronic Systems" or its equivalent, at control level 2C or equivalent. The Contractor should include in the LFCP any special design considerations, manufacturing process controls, test and qualification requirements, quality inspection and screening, marking and identification, maintenance and repair processes, and other steps taken to mitigate risk.

6. The Contractor shall prepare, or update existing, Counterfeit Risk Management Plan and make available to the Government upon request. The Plan shall meet the requirements of SAE AS5553 for electronic items. The Contractor shall procure parts from original manufacturers or the original manufacturers' franchised distributors. Contractors shall report counterfeits and suspected counterfeits to the Government and in the Government Industry Data Exchange Program (GIDEP), in accordance with the GIDEP Operations Manual, SO300-BT-PRO-010.
H-4. ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared,
submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.

a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that DD Form 1692, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using DD Form 1692 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Defense Contract Management Agency (DCMA) Contract Management Office (CMO) will validate data entries in Block 5 "Class of ECP", Block 6 "Priority", and Block 8 "Justification Codes."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved an RFV. RFVs shall be prepared using DD Form 1694.

e. Each ECP and RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFV proposal.

f. Classification of RFVs.

(1) Major RFVs. RFVs written against CIs shall be designated as major when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) Critical RFVs. RFVs written against CIs shall be designated as critical when the RFV consists of acceptance of an item having a nonconformance with contract or configuration
documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) Minor RFVs. RFVs written against CIs shall be designated as minor when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs f(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

g. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

h. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

i. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

j. Times allowed for technical decisions for ECP and RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

k. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

l. The Contractor shall utilize DD Form 2617, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

m. The Contractor shall utilize DD Form 1695, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The preferred method of submittal is digitally as a single file in Adobe Acrobat Portable Document Format (PDF). Unless otherwise specified, alternate methods of submittal shall be proposed to and authorized by the PCO prior to submittal. If the hardcopy method is requested and approved, the Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, or RFVs will be submitted to the PCO for resolution.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution for unclassified is through the email or DOD safe site (https://safe.apps.mil) addressed to the PCO. Classified material shall be distributed via SIPERNET or by classified email as determined by the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms
may be obtained from the Office of the Secretary of Defense Executive Services Directorate DoD Directives Division website (http://www.esd.whs.mil/DD/) via the DoD Forms menu. The forms are provided in fillable Adobe Acrobat Portable Document Format (PDF). In order to access and use the forms, the user must have the "Adobe Acrobat" software installed on their computer. Drawings may be scanned and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO.

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

H-5. IDENTIFICATION MARKING REQUIREMENTS

Item shall be marked per MIL-STD-130.

H-6. NOTICE: ENVIRONMENTAL TEST

Item(s) or components thereof which are subjected to environmental tests of a destructive nature, or which otherwise degrade the quality of the item(s) shall not be furnished to the Government in satisfaction of this contract.

H-7. POINT OF PRESERVATION, PACKAGING, PACKING AND MARKING OF SUPPLIES

Preservation, packaging, packing, and marking of supplies will be performed at the following location: (If other than the location set forth in block 9, page 1 of this purchase order):
(buyer fill-in)

H-8. REQUEST FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(a) The requirement for FIRST ARTICLE APPROVAL may be waived, in whole or in part, by the Government, provided that sufficient information is provided to determine whether the request is to be approved. A partial waiver is defined as a waiver of only a specific test(s) of the First Article Test requirement as required by the Technical Data Package (TDP) and/or the solicitation/contract, i.e., vibration test, saltwater spray test, or a test on a component or subassembly of the procured item. A full waiver is defined as a waiver of all First Article testing as required by the TDP and/or the solicitation/contract.

(b) All waiver requests require a First Article Waiver Worksheet to be completed and submitted to the Government along with all supporting documentation. The worksheet will be provided by the Buyer upon request. No requests will be considered if the worksheet and supporting documentation are not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided, the Government may request additional information.

(c) Submission of the FAT waiver request (and supporting documentation) to the Government does not guarantee that the waiver will be granted.

(d) The First Article Waiver Worksheet and additional supporting documentation must be submitted on Company letterhead and signed by an authorized agent of the Company.

(e) Supporting documentation.

(1) The request for waiver must be accompanied by the First Article Waiver Worksheet, and documentation in support of the request. The documentation may be included, but is not limited to:

(i) Copy of the Administrative Contracting Officer's (ACO's) or Procuring Contracting Officer's (PCO's) letter approving a First Article Test report on a recent contract for the same or similar item;
(ii) Copy of a First Article Test report for the same or a similar item as that solicited herein;

(iii) Copy of an ACO or PCO letter approving a prior waiver request; or
par(iv) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(2) If a copy of a First Article Test report is submitted in support of a request for waiver, the test report must have been approved and signed by an authorized representative of the United States Government.

(3) The First Article Waiver Worksheet and all supporting documentation should be submitted by email. If the First Article Waiver Worksheet and supporting documentation cannot be transmitted by email, the PCO should be contacted for further instruction.

(f) Note: If a waiver is granted, an accelerated delivery schedule will apply.

(g) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

H-9. FIRST ARTICLE TEST - CONTRACTOR TESTED - ADDITIONAL REQUIREMENTS

a. The first article shall be inspected and tested by the contractor in accordance with the requirements of the contract. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement. If applicable, the Contractor or its subcontractor shall produce or demonstrate proof that any fixtures, tool masters, jigs, or similar devices used in the inspection and/or testing of the first article have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

b. At a minimum, first article inspection and test shall include:

(1) A 100% inspection (or as set forth in relevant specifications) of all physical and functional characteristics, to include but not limited to, any drawings, as well as any other requirements which may
be set forth by other applicable specifications, or in any technical data packages, and/or any other special/functional testing as set forth in this contract;

(2) A review of parts, components and/or assemblies for compliance to identification markings;

(3) A review of packaging for compliance to preservation, packaging, packing, and marking requirements;

(4) A review for compliance within the Technical Data Package or as otherwise stated in this contract that approved manufacturing sources have been used for special processes, controlled parts, components, and/or assemblies;

(5) The verification through documented evidence that all inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article piece(s) have been subjected to an initial inspection, or other means supporting their accuracy, and are maintained in accordance with contractual calibration standards.

c. Unless otherwise specified in the contract, the contractor shall NOT retain the first article provided under this contract to serve as the manufacturing standard of acceptance.

d. A First Article Test Report (FATR) shall be prepared and submitted in accordance with FAR 52.209-3. The report will include all necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specifications and/or Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article test was successfully completed.

e. Additional first article testing may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 3 years, or (iii) whenever a change occurs in place of performance, manufacturing locations or processes, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Should the Government require additional first article testing the Contractor may be entitled to an equitable adjustment.

H-10. REVISIONS TO DRAWINGS/PART NUMBERS REQUIREMENT

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by ANSI EIA 649 MIL-STD-973 and date and method of submittal of provisioning documentation and drawings.

If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.:
_____

Contractor:
_____

Explanation of Data Rights:
_____

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors

performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the requirement entitled, " ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS"

H-11. SOURCES ELIGIBLE FOR AWARD CONSIDERATION

(a) Competition under this solicitation is restricted to the following sources:

(1) Approved Sources listed in Section B -- sources that have been approved by the prime manufacturer or the Government for supply of item(s) listed in this solicitation, to assure the requisite safe, dependable, effective operation and support of military equipment.

(2) Sources that have been approved prior to award -- other than approved sources listed in Section B.

(3) Non-manufacturers-offers from non-manufacturers (distributors) will only be considered for award if the required item(s) is new material and has been or will be obtained from a source of supply which has been approved prior to award. The source and part number of the item the offeror intends to supply must be stated in the offer.

(b) Only offers submitted by the above sources will be considered for award under this solicitation.

(c) Offerors (prospective manufacturers or non-manufacturers [distributors]) who wish to become an approved source of supply for an item listed in this solicitation should proceed per the instructions set forth in paragraph (d) below. It is noted that offeror requests for source approval in conjunction with this procurement will not be a cause for delay in this solicitation action. However, if it is determined that additional sources will clearly benefit the Government and that any delay incident to their approval would not impact readiness, a reasonable delay may be entertained. Whether or not such delay will occur will be solely at the discretion of the Government, and the time set for opening of the Invitation for Bids or the closing date of the Request for Proposals may or may not be extended. An extension will be witnessed by issuance of an amendment to this solicitation.

(d) Offerors (prospective manufacturers or non-manufacturers [distributors]) seeking to obtain source approval, must submit a Source Approval Request (SAR) package, for review and approval, to the Systems Readiness Directorate (SRD), Aviation and Missile Center, DEVCOM. Source approval must be obtained prior to being considered for contract award. Approvals are made on an individual part number basis for a specific manufacturing location (CAGE). SAR instructions can be found at https://www/avmc.army.mil/Directorates/SRD/SAR/. Questions concerning SAR submissions can be directed to the SRD SAR Team at usarmy.redstone.devcom-avmc.mbx.amr-m-sar@army.mil.

(e) The Aviation and Missile Lifecycle Management Command (AMCOM) may require additional data, testing, or plant visits before it is able to completely evaluate a SAR. This may require the offeror (at no expense to the Government) to supply parts for testing, engine run up, or flight tests. In that event, the requestor will be so advised. AMCOM reserves the right to approve a contractor for award prior to completion of physical testing of the offered item. In such cases, the contractor shall perform any outstanding tests and provide all required documentation at no cost to the Government prior to entering upon full production. Lack of successful performance within the specified timeframe shall be grounds for a no cost termination.

(f) When a SAR is received, it will be processed for evaluation. If the evaluation and approval (including preparation or update of the requisite technical data package (TDP)) occurs before award, the requestor will be considered for award if a proposal was submitted per (d) above. If the evaluation/TDP preparation has not been completed prior to award, AMCOM will continue the process until complete. If the requestor's SAR becomes approved, the requestor will be eligible for consideration on all future solicitations for the item.

(g) All approval or disapproval notices shall be officially provided to the contractor by the appropriate technical official.

(h) Non-manufacturers (distributors) seeking to supply an item from a non-approved source must first ensure that the source becomes approved in accordance with (d) above prior to contract award.

H-12. WOOD PACKING MATERIALS REQUIREMENTS

A. Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

B. All Wood Packaging Material (WPM) acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations

(see HYPERLINK "http://www.alsc.org/"http://www.alsc.org/).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Marking shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

C. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment at entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

D. Replacement Preservative for Pentachlorophenol
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(1) Heat Treatment: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

(2) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens: on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood process verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two-foot intervals.

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (NOV 2021)	NOV/2021
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-12	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-13	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)	DEC/2023
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)	JAN/2025
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-16	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	NOV/2021
I-27	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-28	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT/1997
I-29	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)	JAN/2025
I-30	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) -- ALTERNATE II (NOV 2016)	JAN/2025
I-31	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)	JAN/2025
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	SEP/2021
I-33	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-34	52.222-3	CONVICT LABOR	JUN/2003
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV/2021
I-38	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)	JAN/2025
I-39	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026	JAN/2022

	Regulatory Cite	Title	Date
I-40	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN/2022
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-42	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-43	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-44	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-45	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-48	52.232-1	PAYMENTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	MAY/2014
I-52	52.232-23	ASSIGNMENT OF CLAIMS	MAY/2014
I-53	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-54	52.232-25	PROMPT PAYMENT	JAN/2017
I-55	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-56	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-57	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-58	52.233-1	DISPUTES	MAY/2014
I-59	52.233-1	DISPUTES (MAY 2014) -- ALTERNATE I (DEC 1991)	DEC/1991
I-60	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-61	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-62	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-63	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-66	52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)	AUG/2024
I-67	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003)	MAR/2025
I-68	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-69	52.246-26	REPORTING NONCONFORMING ITEMS (AUG 2024)	AUG/2024
I-70	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-71	52.248-1	VALUE ENGINEERING	JUN/2020
I-72	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-73	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-74	52.249-14	EXCUSABLE DELAYS	APR/1984
I-75	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-76	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-77	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)	JAN/2023
I-78	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
I-79	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-80	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-81	252.204-7006	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)	MAY/2023
I-82	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-83	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
I-84	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-85	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-86	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)	OCT/2024
I-87	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-88	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS(JAN 2025)	JAN/2025
I-89	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-90	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-91	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)	FEB/2024

	Regulatory Cite	Title	Date
I-92	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-93	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-94	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-95	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-96	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-97	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-98	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-99	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)	JAN/2023
I-100	252.227-7013	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-101	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION(JAN 2025)	JAN/2025
I-102	252.227-7015	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-103	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)	JAN/2023
I-104	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS?COMPUTER SOFTWARE (JAN 2025)	JAN/2025
I-105	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)	JAN/2025
I-106	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-107	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-108	252.227-7037	VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA (JAN 2025)	JAN/2025
I-109	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-110	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-113	252.242-7005	CONTRACTOR BUSINESS SYSTEMS (JAN 2025)	JAN/2025
I-114	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-116	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-117	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN2023)	JAN/2023
I-118	252.246-7008	SOURCES OF ELECTRONIC PARTS (JAN 2023)	JAN/2023
I-119	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-120	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	SEP/1989

(a) The Contractor shall test 1 unit(s) of Lot/Item CLIN 0002AA AND CLIN 0003AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to AVIATION-MISSILE RDEC BLDG 5400 LINDNER RD, WEST SELA WING HIGH BAY, REDSTONE ARSENAL, AL 35898-5000 marked LEO RODRIGUEZ AT (256)313-8085, marked "First Article Test Report: Contract No. SPRRA226R0014, Lot/Item No. CLIN 0002AA AND CLIN 0003AA". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of Clause)

I-121 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) JAN/1997

(a) The Contractor shall test 1 unit(s) of Lot/Item CLIN 0002AA AND CLIN 0003AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to AVIATION-MISSILE RDEC BLDG 5400 LINDNER RD, WEST SELA WING HIGH BAY, REDSTONE ARSENAL, AL 35898-5000 marked LEO RODRIGUEZ AT (256)313-8085, marked "First Article Test Report: Contract No. SPARR226R0014, Lot/Item No. CLIN 0002AA AND 0003AA". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-122 52.216-18 ORDERING AUG/2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DACA through 1,095 DACA.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I-123 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 26, 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 54;

(2) Any order for a combination of items in excess of 54; or

(3) A series of orders from the same ordering office within ANY AMOUNT OF 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 -5- 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.

(End of Clause)

I-124 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,095.

(End of Clause)

I-125 252.217-7027 CONTRACT DEFINITIZATION MAY/2023

(a) _Hlk213837497A FIRM FIXED PRICE (FFP)3-YEAR INDEFINITE DELIVERY QUANTITY (IDIQ)_Hlk213837497is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that
will include--
(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;
(2) All clauses required by law on the date of execution of the
definitive contract action; and
(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit A FIRM FIXED PRICE (FFP)3-YEAR INDEFINITE DELIVERY QUANTITY (IDIQ)proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR
52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows [insert target date for definitization of the contract action and dates for submission of proposal, beginning of
negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]:

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it
granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and
part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government
Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer
under this paragraph (d);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those
that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated FIRM FIXED PRICE in no event

to exceed TBD.

(End of clause)

I-126 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-127 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS NOV/2021

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered
contractor information systems shall include, at a 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 agencies and departments 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 or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-128 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

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

"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 foreign country" means The Peoples 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).

"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., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"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.

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

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing--

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil .

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information

about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

I-129 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023) JUN/2023

(a) Definitions. As used in this clause

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.

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.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, No TikTok on Government Devices Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using 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 Contractors employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

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

(End of clause)

I-130 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) OCT/2021

(a) Before awarding any subcontract expected to exceed $2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the $2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of

agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds $2 million, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing DataModifications (DEVIATION 2022-O0001).

(End of clause)

I-131 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-132 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025) JAN/2025

(a) Definitions. As used in this clause

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards .

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(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 124.1001.

(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) 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) 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: __.]

(9) [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._____]

(End of clause)

I-133 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025) JAN/2025

0(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

I-134 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN/2020

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

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

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

(End of clause)

I-135 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUN/2020

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

I-136 52.230-2 COST ACCOUNTING STANDARDS JUN/2020

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by

reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of Clause)

I-138 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) NOV/2020

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

(b) The use in this solicitation or contract of any DoD 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.

(End of Clause)

I-139 252.225-7013 DUTY-FREE ENTRY NOV/2023

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means--

(1) Designated country end product, as defined in the Trade Agreements (either basic or alternate) clause of this contract;
(2) Free Trade Agreement country end product, other than a Bahraini end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either basic or alternate II) clause of this contract; or
(3) Free Trade Agreement country end product other than a Bahraini end product, Korean end product, Moroccan end product, Panamanian end product, or Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on--

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall--

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than--

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall--

(1) Consign the shipments to the appropriate--

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA), St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractors plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall--

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the

U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall--

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages--

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--

(1) The Contractors name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than--

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) Subcontracts. The Contractor shall--

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for--

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts--

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

I-140 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this clause
Covered foreign country means any of the following:
(1) The Peoples Republic of China.
(2) The Russian Federation.
(3) The Islamic Republic of Iran.
(4) The Democratic Peoples Republic of Korea.
(b) Prohibition. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not
(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from
(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
K-1	52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)	DEC/2023
K-2	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	JUN/2020
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-4	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-5	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)	JAN/2025
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025-O0003) and (DEVIATION 2025-O00004)	MAR/2025

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334412.

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition

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

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

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

(b)

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

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

___ (i) Paragraph (d) applies.

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

(c)

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved].

(xv) [Reserved].

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial

products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

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

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

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

	NAICS Code	Size standard
_____	334412 _____	_____750_____

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

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

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

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

(End of provision)

K-9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2024) FEB/2024

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is

registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2)after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334412.

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror 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 offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it is, is not an SDVOSB concern.

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror 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 shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-10 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024) OCT/2024

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. 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--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts 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:

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

FAR/DFARS Provision #	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.

(End of provision)

K-11 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

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.

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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)

K-12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-13 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION NOV/2021

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

K-14 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw

materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

[ ] (2) Outside the United States.

(End of provision)

K-15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] Yes [ ] No

(End of provision)

K-16 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

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

[ ] Yes [ ] No

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

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

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

(End of Provision)

K-17 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION MAY/2021

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-18 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring an unmanned aircraft system (UAS), or any related
services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a
covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from
(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated \'02screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-19	252.239-7098	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)	APR/2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV2024)	NOV/2024
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2023
L-7	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-8	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023)	MAY/2024
L-9	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE (FFP), INDEFINTE DELIVERY INDEFINITE QUANTITY (IDIQ) contract resulting from this solicitation.

(End of Provision)

L-12	52.233-2	SERVICE OF PROTEST	SEP/2006

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

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

(End of Provision)

L-13	252.215-7012	REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA	JAN/2018

The Offeror shall submit the cost portion of the proposal via the following electronic media: DELORA.CRUTCHER@DLA.MIL AND

NICOLE.THOMPSON@DLA.MIL

(End of provision)

L-14 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA NOV/2021

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

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

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L-15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of provision)

L-16 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

L-17 252.215-7009 PROPOSAL ADEQUACY CHECKLIST (MAR 2023) MAR/2023

252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2 Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	_____	
2.	FAR 15.408 Table 15-2 Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/ test equipment? Include the accountable contract number and contracting officer contact information if known.	_____	
3.	FAR 15.408 Table 15-2 Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?	_____	
4.	FAR 15.408 Table 15-2	Does the proposal disclose any other known activity that	_____	

Name of Offeror or Contractor:

	Section I Paragraph C(1) FAR 2.101 "Cost or pricing data"	could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.	
5.	FAR 15.408 Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?	_____
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)	_____
7.	FAR 15.408 Table 15-2 Section I Paragraph C(2) (i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?	_____
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?	_____
9.	FAR 15.408 Table 15-2, Section II Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?	_____
10.	FAR 15.408, Table 15-2 Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each	_____

		cost element must be consistent with your cost accounting system, including breakdown by year.)	
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?	_____
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?	_____
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?	_____

COST ELEMENTS

MATERIALS AND SERVICES

14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.	_____

SUBCONTRACTS (Purchased materials or services)

15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?	_____
16.	FAR 15.404-3(c)	Per the thresholds of FAR	_____

Name of Offeror or Contractor:

	FAR 52.244-2	15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?	
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?	_____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18.	FAR 52.215-20 FAR 2.101, ``commercial product'' or ``commercial service''.	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?. a. Has the offeror specifically identified the type of commercial product claim (FAR 2.101 ``commercial product'' definition, and the basis on which the commercial product meets the definition?. b. For modified commercial products (FAR 2.101 ``commercial product'' definition; did the offeror classify the modification(s) as either--. i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or. ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?. c. For proposed commercial products ``of a type'', or ``evolved'' or modified (FAR 2.101 ``commercial product'' definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?.	
19.		Reserved	
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and	_____

		reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?	
		INTERORGANIZATIONAL TRANSFERS	
21.	FAR 15.408, Table 15-2, Section II Paragraph A(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?	_____
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?	_____
		DIRECT LABOR	
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.	_____
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?	_____
25.	FAR Subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?	_____
		INDIRECT COSTS	
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost	_____

		breakdowns, trends, and budgetary data.)	
		OTHER COSTS	
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?	_____
28.	FAR 15.408, Table 15-2 Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?	_____
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?	_____
		FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES	
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)	_____
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?	_____
32.	FAR 15.408, Table 15-2 Section III Paragraph C	For price revisions/ redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?	_____
		OTHER	
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/ maximum fee, ceiling price?	_____
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II,	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the	_____

	Paragraphs A, B, C, and D	economic price adjustment?	
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?	_____
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?	_____

(End of provision)

AGENCY PROTESTS: Interested parties may file an agency level protest with the Contracting Officer or may request an independent review by the Chief of the Contracting Office (CCO. Independent review by the CCO is an alternative to consideration by the Contracting Officer and is not available as an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer. Absent a clear indication of intent to file an agency protest with the CCO for independent review, protests will be presumed to be with the contracting officer.

*** END OF NARRATIVE L0001 ***

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

Evaluation Criteria

Minimum technical requirements. To be technically acceptable and thus eligible for award, a proposal must conform to ALL solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements provided within all sections of this solicitation and/or within its attached addenda. Proposals receiving a technical rating of "Unacceptable" will be ineligible for award.

Price. In addition to meeting the solicitation's technical and quantity increment or range requirements above and cost and pricing requirements below, the Government will evaluate a proposal's pricing for reasonableness. Evaluation of a proposal's pricing will not obligate the Government to order the estimated quantities or to distribute orders in the manner evaluated. The Government may reject a proposal as "Unacceptable", if its pricing is determined to be materially unbalanced.

Cost and Pricing Data. Offerors must provide all cost or pricing information required by FAR 15.4. Failure of a proposal to provide cost or pricing information required by FAR 15.4 will result in said proposal being deemed Unacceptable, and thus, ineligible for award.

*** END OF NARRATIVE M0001 ***

PIIN/SIIN SPRRA2-26-R-0014 **MOD/AMD**

SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF00002	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	EF00001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF00019	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF60001	52.246-11	01-DEC-2014	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001:2015, OR EQUIVALENT: ALL PARAGRAPHS EXCEPT 7.1, 7.2, 7.4, 7.5, and 7.6
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
ADDED	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF00011	52.247-34	01-FEB-2006	F.O.B. DESTINATION (JAN 1991)
ADDED	FF00022	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
ADDED	FF00025	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	FA00004	252.211-7008	01-SEP-2010	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
CHANGED	FF60001	52.211-8	01-JUN-1997	TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER CONTRACT AWARD
CLIN 0001AA	26 EA	300 DAYS
CLIN 0002AA	1 EA	345 DAYS
CLIN 0002AB	13 EA	345 DAYS
CLIN 0002AC	1 EA	360 DAYS
CLIN 0003AA	1 EA	345 DAYS
CLIN 0003AB	13 EA	345 DAYS
CLIN 0003AC	1 EA	360 DAYS

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

PIIN/SIIN SPRRA2-26-R-0014 **MOD/AMD**

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT	
CLIN 0001AA	26 EA	_____	
CLIN 0002AA	1 EA	_____	
CLIN 0002AB	13 EA	_____	
CLIN 0002AC	1 EA	_____	
CLIN 0003AA	1 EA		_____
CLIN 0003AB	13 EA		_____
CLIN 0003AC	1 EA		_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

AUTO/CHANGE FA60001 252.211-7003 01-JAN-2023 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been

recognized by DoD. All DoD recognized unique identification equivalents are listed at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html .

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current

list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A
N/A	N/A
N/A	N/A

(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
N/A	N/A
N/A	N/A
N/A	N/A

(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 N/A.

(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 N/A.

(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.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

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

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/ ; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE GA60003 252.232-7006 01-JAN-2023 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause

"Department of Defense Activity Address Code (DoDAAC)" is a six-position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done externally to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov ; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

INVOICE AND RECEIVING COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

I/A: SOURCE/SOURCE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance-based payments, submit a performance-based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338

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Issue By DoDAAC	SPRRA2
Admin DoDAAC**	S0302A
Inspect By DoDAAC	S2206A
Ship To Code	W90BTD
Ship From Code	66200
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

Name: Sunkaji Rhunma
Telephone: 443-884-1006
Email: sunkaji.rhunma2.civ@mail.mil

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

(End of clause)

SECTION I - CONTRACT CLAUSES

AUTO	IF00359	52.202-1	01-JUN-2020	DEFINITIONS
AUTO	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-MAY-2014	COVENANT AGAINST CONTINGENT FEES
AUTO	IF00004	52.203-6	01-NOV-2021	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (NOV 2021)
AUTO	IF00006	52.203-7	01-JUN-2020	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-MAY-2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-MAY-2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

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AUTO	IF00009	52.203-12	01-JUN-2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF00430	52.203-19	01-JAN-2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
AUTO	IF00364	52.204-10	01-JUN-2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO	IF00435	52.204-23	01-DEC-2023	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
AUTO	IF00023	52.209-6	01-JAN-2025	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)
AUTO	IF00406	52.209-9	01-OCT-2018	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	IF00403	52.209-10	01-NOV-2015	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
AUTO	IF00024	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00038	52.215-2	01-JUN-2020	AUDIT AND RECORDS--NEGOTIATIONS
ADDED	IF00042	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF00046	52.215-10	01-AUG-2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
ADDED	IF00051	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES (NOV 2021) -- ALTERNATE I (OCT 1997)
AUTO	IF00050	52.215-14	01-NOV-2021	INTEGRITY OF UNIT PRICES
AUTO	IF00052	52.215-15	01-OCT-2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
AUTO	IF00054	52.215-18	01-JUL-2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
ADDED	IF00056	52.215-21	01-NOV-2021	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS
ADDED	IF00382	52.215-23	01-JUN-2020	LIMITATIONS ON PASS-THROUGH CHARGES
ADDED	IF00068	52.217-2	01-OCT-1997	CANCELLATION UNDER MULTI-YEAR CONTRACTS
AUTO	IF00396	52.219-8	01-JAN-2025	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
ADDED	IF00448	52.219-9	01-JAN-2025	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) -- ALTERNATE II (NOV 2016)
ADDED	IF00446	52.219-9	01-JAN-2025	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)
ADDED	IF00084	52.219-16	01-SEP-2021	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
ADDED	IF00087	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF00088	52.222-3	01-JUN-2003	CONVICT LABOR
AUTO/DEL	IF00103	52.222-20	01-JUN-2020	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT

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AUTO	IF00112	52.222-37	01-JUN-2020	EMPLOYMENT REPORTS ON VETERANS
AUTO	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
AUTO	IF00116	52.222-50	01-NOV-2021	COMBATING TRAFFICKING IN PERSONS
AUTO	IF00381	52.222-54	01-JAN-2025	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
ADDED	IF00420	52.222-55	01-JAN-2022	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026
ADDED	IF00429	52.222-62	01-JAN-2022	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
AUTO	IF00133	52.225-13	01-FEB-2021	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00121	52.226-7	01-MAY-2024	DRUG-FREE WORKPLACE (MAY 2024)
AUTO	IF00394	52.226-8	01-MAY-2024	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
AUTO	IF00136	52.227-1	01-JUN-2020	AUTHORIZATION AND CONSENT
AUTO	IF00140	52.227-2	01-JUN-2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF00161	52.229-3	01-FEB-2013	FEDERAL, STATE, AND LOCAL TAXES
ADDED	IF00169	52.230-6	01-JUN-2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF00170	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED	IF00179	52.232-17	01-MAY-2014	INTEREST
ADDED	IF00184	52.232-23	01-MAY-2014	ASSIGNMENT OF CLAIMS
AUTO	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)
AUTO	IF00187	52.232-25	01-JAN-2017	PROMPT PAYMENT
ADDED	IF00191	52.232-33	01-OCT-2018	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
AUTO	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO	IF00414	52.232-40	01-MAR-2023	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)
AUTO	IF00194	52.233-1	01-MAY-2014	DISPUTES
ADDED	IF00195	52.233-1	01-DEC-1991	DISPUTES (MAY 2014) -- ALTERNATE I (DEC 1991)
AUTO	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED	IF00234	52.242-4	01-JAN-1997	CERTIFICATION OF FINAL INDIRECT COSTS
ADDED	IF00431	52.242-5	01-JAN-2017	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
AUTO	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF00237	52.243-1	01-AUG-1987	CHANGES--FIXED PRICE

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ADDED	IF00254	52.244-5	01-AUG-2024	COMPETITION IN SUBCONTRACTING (AUG 2024)
AUTO	IF00255	52.244-6	01-MAR-2025	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003)
ADDED	IF00283	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF00437	52.246-26	01-AUG-2024	REPORTING NONCONFORMING ITEMS (AUG 2024)
AUTO	IF00307	52.247-63	01-JAN-2025	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)
ADDED	IF00311	52.248-1	01-JUN-2020	VALUE ENGINEERING
AUTO	IF00322	52.249-2	01-APR-2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF00347	52.249-14	01-APR-1984	EXCUSABLE DELAYS
AUTO	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00267	252.203-7001	01-JAN-2023	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)
AUTO	IA00287	252.203-7002	01-DEC-2022	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)
AUTO	IA00268	252.204-7000	01-OCT-2016	DISCLOSURE OF INFORMATION
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00009	252.204-7006	01-MAY-2023	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)
AUTO	IA00354	252.204-7012	01-MAY-2024	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)
AUTO	IA00339	252.204-7015	01-JAN-2023	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)
AUTO	IA00373	252.204-7018	01-JAN-2023	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)
AUTO	IA00378	252.204-7020	01-NOV-2023	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)
AUTO	IA00010	252.205-7000	01-OCT-2024	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)
AUTO	IA00011	252.209-7004	01-MAY-2019	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
ADDED	IA00015	252.215-7002	01-JAN-2025	COST ESTIMATING SYSTEM REQUIREMENTS(JAN 2025)
ADDED	IA00361	252.219-7003	01-DEC-2019	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC
AUTO	IA00355	252.222-7006	01-JAN-2023	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)
ADDED	IA00046	252.225-7001	01-FEB-2024	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)
ADDED	IA00047	252.225-7002	01-MAR-2022	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00049	252.225-7005	01-JUN-2005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES
ADDED	IA00166	252.225-7007	01-DEC-2018	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE

				MILITARY COMPANIES
ADDED	IA00052	252.225-7012	01-APR-2022	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00070	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
AUTO	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
AUTO	IA00388	252.225-7056	01-JAN-2023	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)
AUTO	IA00072	252.226-7001	01-JAN-2023	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)
AUTO	IA00076	252.227-7013	01-JAN-2025	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
AUTO	IA00078	252.227-7014	01-JAN-2025	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION(JAN 2025)
AUTO	IA00080	252.227-7015	01-JAN-2025	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
AUTO	IA00081	252.227-7016	01-JAN-2023	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)
AUTO	IA00084	252.227-7019	01-JAN-2025	VALIDATION OF ASSERTED RESTRICTIONS?COMPUTER SOFTWARE (JAN 2025)
AUTO	IA00089	252.227-7025	01-JAN-2025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)
AUTO	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA00096	252.227-7037	01-JAN-2025	VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA (JAN 2025)
AUTO	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
ADDED	IA00277	252.239-7001	01-JAN-2008	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION
ADDED	IA00321	252.242-7005	01-JAN-2025	CONTRACTOR BUSINESS SYSTEMS (JAN 2025)
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-DEC-2022	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)
AUTO	IA00149	252.244-7000	01-NOV-2023	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)
ADDED	IA00344	252.246-7007	01-JAN-2023	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN2023)
ADDED	IA00357	252.246-7008	01-JAN-2023	SOURCES OF ELECTRONIC PARTS (JAN 2023)
AUTO	IA00157	252.247-7023	01-OCT-2024	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)
CHANGED	IF60002	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING

(a) The Contractor shall test 1 unit(s) of Lot/Item CLIN 0002AA AND CLIN 0003AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to AVIATION-MISSILE RDEC BLDG 5400 LINDNER RD, WEST SELA WING HIGH BAY, REDSTONE ARSENAL, AL 35898-5000 marked LEO RODRIGUEZ AT (256)313-8085, marked "First Article Test Report: Contract No. SPRRA226R0014, Lot/Item No. CLIN 0002AA AND CLIN 0003AA". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of Clause)

CHANGED IF60003 52.209-3 01-JAN-1997 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)

(a) The Contractor shall test 1 unit(s) of Lot/Item CLIN 0002AA AND CLIN 0003AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to AVIATION-MISSILE RDEC BLDG 5400 LINDNER RD, WEST SELA WING HIGH BAY, REDSTONE ARSENAL, AL 35898-5000 marked LEO RODRIGUEZ AT (256)313-8085, marked "First Article Test Report: Contract No. SPARR226R0014, Lot/Item No. CLIN 0002AA AND 0003AA". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

CHANGED IF60232 52.216-18 01-AUG-2020 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DACA through 1,095 DACA.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

CHANGED IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 26, 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 54;

(2) Any order for a combination of items in excess of 54; or

(3) A series of orders from the same ordering office within ANY AMOUNT OF 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 -5- 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.

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1,095.

(End of Clause)

CHANGED IA60003 252.217-7027 01-MAY-2023 CONTRACT DEFINITIZATION

(a) _Hlk213837497A FIRM FIXED PRICE (FFP)3-YEAR INDEFINITE DELIVERY QUANTITY (IDIQ)_Hlk213837497is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that
will include--
(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;
(2) All clauses required by law on the date of execution of the
definitive contract action; and
(3) Any other mutually agreeable clauses, terms, and conditions.
(b) The Contractor agrees to submit A FIRM FIXED PRICE (FFP)3-YEAR INDEFINITE DELIVERY QUANTITY (IDIQ)proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR
52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.
(c) The schedule for definitizing this contract action is as follows [insert target date for definitization of the contract action and dates for submission of proposal, beginning of
negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]:

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it
granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and
part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government
Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer
under this paragraph (d);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those
that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated FIRM FIXED PRICE in no event to exceed TBD.

(End of clause)

AUTO	IF70067	52.204-19	01-DEC-2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
ADDED	IF70068	52.204-21	01-NOV-2021	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
AUTO	IF70118	52.204-25	01-NOV-2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
ADDED	IF70127	52.204-27	01-JUN-2023	Prohibition on a ByteDance Covered Application (Jun 2023)
ADDED	IF70123	52.215-12	01-OCT-2021	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001)
AUTO	IF70003	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
AUTO	IF70036	52.219-28	01-JAN-2025	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025)
ADDED	IF70117	52.222-19	01-JAN-2025	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
AUTO	IF70064	52.222-35	01-JUN-2020	EQUAL OPPORTUNITY FOR VETERANS
AUTO	IF70065	52.222-36	01-JUN-2020	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
ADDED	IF70113	52.230-2	01-JUN-2020	COST ACCOUNTING STANDARDS
AUTO	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE (Feb 1998)
AUTO	IF70034	52.252-6	01-NOV-2020	AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020)
ADDED	IA70120	252.225-7013	01-NOV-2023	DUTY-FREE ENTRY
AUTO	IA70118	252.225-7972	01-AUG-2024	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KF00019	52.204-29	01-DEC-2023	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

ADDED	KF00014	52.225-25	01-JUN-2020	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
AUTO	KA00008	252.203-7005	01-SEP-2022	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)
AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
AUTO	KA00005	252.227-7017	01-JAN-2025	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)
AUTO	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE	KF60009	52.204-8	01-MAR-2025	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334412.

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition

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

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

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

(b)

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

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

___ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved].

(xv) [Reserved].

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

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

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

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (i) 52.204-17, Ownership or Control of Offeror.

__ (ii) 52.204-20, Predecessor of Offeror.

__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

_____

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

	NAICS Code	Size standard
_____	334412 _____	_____750_____

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

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

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

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

(End of provision)

CHANGED KF60012 52.219-1 01-FEB-2024 SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2024)
(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSB) concern
means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or;
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or

before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2)after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334412.

(2) The small business size standard is 750.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror 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 offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it is, is not an SDVOSB concern.

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision]. The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:]

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror 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 shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

AUTO/CHANGE KA60005 252.204-7007 01-OCT-2024 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)
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. 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--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts 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:

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

FAR/DFARS Provision #	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.

(End of provision)

AUTO	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	KF70044	52.209-7	01-OCT-2018	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KF70053	52.209-13	01-NOV-2021	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION
ADDED	KF70037	52.225-18	01-AUG-2018	PLACE OF MANUFACTURE
ADDED	KF70059	52.230-1	01-JUN-2020	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KF70032	52.230-7	01-APR-2005	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
AUTO	KA70055	252.225-7973	01-AUG-2024	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014)
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-NOV-2024	SYSTEM FOR AWARD MANAGEMENT (NOV2024)

AUTO	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
AUTO	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED	LF00049	52.215-22	01-OCT-2009	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT
AUTO	LA00024	252.204-7019	01-NOV-2023	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
ADDED	LA00026	252.204-7024	01-MAR-2023	Notice on the Use of the Supplier Performance Risk System (Mar 2023)
ADDED	LA00020	252.215-7010	01-MAY-2024	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023)
AUTO	LA00022	252.215-7013	01-JAN-2023	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)
AUTO/CHANGE	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

CHANGED	LF60009	52.216-1	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a FIRM FIXED PRICE (FFP), INDEFINTE DELIVERY INDEFINITE QUANTITY (IDIQ) contract resulting from this solicitation.

(End of Provision)

AUTO/CHANGE	LF60010	52.233-2	01-SEP-2006	SERVICE OF PROTEST

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

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

(End of Provision)

CHANGED	LA60013	252.215-7012	01-JAN-2018	REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA

The Offeror shall submit the cost portion of the proposal via the following electronic media: DELORA.CRUTCHER@DLA.MIL AND NICOLE.THOMPSON@DLA.MIL

(End of provision)

ADDED	LF70017	52.215-20	01-NOV-2021	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN

PIIN/SIIN SPRRA2-26-R-0014 **MOD/AMD**

CERTIFIED COST OR PRICING DATA

AUTO	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO	LF70015	52.252-5	01-NOV-2020	AUTHORIZED DEVIATIONS IN PROVISIONS
ADDED	LA70009	252.215-7009	01-MAR-2023	PROPOSAL ADEQUACY CHECKLIST (MAR 2023)