SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	35

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			HT940626QE044	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Derrick Walker	7262030012	15 Jul 2026 01:00 PM

9. ISSUED BY CODE HT9406

DEFENSE HEALTH AGENCY
HCD SOUTHEAST, 808 SCHREIDER STREET
FREDERICK, MD 21702
UNITED STATES
Derrick Walker, Email: derrick.w.walker.civ@health.mil Telephone: 7262030012

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

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
- ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339112

SIZE STANDARD: 1000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
01 Jul 2026, 17:00 PM Eastern Daylight Time

Solicitation/Contract Form

Two (2) Endoscope Sterilizers and Reprocessor

Product Service Code: 6515

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	Two (2) Endoscope Sterilizers and Reprocessors Units Delivery, installation, and de-installation of the endoscope sterilizers and reprocessors unit within 3 weeks as defined in the Performance Work Statement (PWS). The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary for the delivery, installation, and maintenance for two endoscope sterilizers and reprocessors in support of the Sterile Processing Department at Naval Hospital Jacksonville (NHJAX), FL. Base Period: 3 August 2026 - 24 August 2026 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	2	Each		
0002	Maintenance of Sterilizers/Reprocessors and Annual Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Maintenance and Annual Training for Base Period: 24 August 2026 - 2 August 2027 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	11.25	Months		
Option Line Item 1001	Option Period 1 Maintenance of Sterilizers/Reprocessors and Annual Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Option Period 1: 3 August 2027 - 2 August 2028 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	12	Months		
	Option Period 2 Maintenance of Sterilizers/Reprocessors and Annual				

Option Line Item 2001	Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Option Period 2: 3 August 2028 - 2 August 2029 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3001	Option Period 3 Maintenance of Sterilizers/Reprocessors and Annual Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Option Period 3: 3 August 2029 - 2 August 2030 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4001	Option Period 4 Maintenance of Sterilizers/Reprocessors and Annual Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. Option Period 4: 3 August 2030 - 2 August 2031 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5001	Option Period 5 Maintenance of Sterilizers/Reprocessors and Annual Training On-site full service maintenance/repair on the two (2) Endoscope Sterilizers and Reprocessors and training as defined in the PWS. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FAR 52.217-8: 3 August 2031 - 2 February 2032 Product Service Code: 6515 Pricing Arrangement: Firm Fixed Price	6	Months		

Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT

Two (2) Endoscope Sterilizers and Reprocessors

Naval Hospital Jacksonville (NHJAX), Florida

1.0 **General Information**

1.1. **This is a non-personal services contract to provide** delivery, installation and maintenance of two (2) Endoscope Sterilizers and Reprocessors units.

1.1.1 **Description of services/introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary for the delivery, installation, and maintenance for two endoscope sterilizers and reprocessors within the Sterile Processing Departments to ensure the cleanliness of endoscopes for high-level disinfection as defined in this Performance Work Statement (PWS).

1.1.2 **Background:** The existing two endoscope sterilizers and reprocessors at Naval Hospital Jacksonville (NHJAX) reached the end of their life expectancy in 2019. Two new endoscope sterilizers are required to maintain operations.

1.1.3 **Scope:** Contractor shall supply, deliver and install two (2) new endoscope sterilizers and reprocessors, and provide maintenance and annual training. Services include the delivery and installation of new equipment and annual and preventative maintenance and training. The contractor shall maintain equipment within the original equipment manufacturer's (OEM) specifications, in accordance with the newest United States, State and local laws, and regulations. Contractor shall provide initial and annual training to facility staff.

1.1.4 **Period of Performance (PoP):** This contract consists of a Base period to include a Delivery, Installation and Training Period beginning at contract award and concluding within no later than three weeks, and includes an eleven (11) month / one (1) week maintenance period, with four (4) one (1) year (12 month) option periods for maintenance and annual training.

1.2 **Administrative specifications**

1.2.1 Place of performance: Delivery to warehouse at 2091 Child Street, and installation and maintenance to occur at 3132 at the Hospital at 2080 child Street, Jacksonville FL, 32214

1.2.2 Recognized Federal Holidays: Contractor is not required to perform services on Federal holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	

1.2.3 Hours of Operation: The contractor is responsible for conducting business Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.3 **Contractor Identification**

1.3.1 Contractor personnel performing services in a contractor capacity in a Government facility are required to possess and wear an identification badge that displays his or her name and the name of their company. Ensure all those with whom the person interacts in any face-to-face dealings while supporting the Government understands that the person is contractor support personnel.

1.4 **Warranty**

1.4.1 The contractor shall warranty 2 endoscope sterilizers and reprocessors for a period of no less than 5 years.

1.5 **Essential Characteristics**

1.5.1 The Endoscope Sterilizers/Reprocessors shall meet the following specifications:

- Indicated for use with high-level disinfectant CIDEX OPA Concentrate and an enzymatic detergent (CIDEZYME(TM) XTRA) to achieve cleaning and high-level disinfection of heat sensitive (>60 degrees C) semi-critical endoscopes
- Water pressure must be between 40 PSI and 70 PSI
- Incoming water temperature must be between 41F and 86F
- Weigh less than 565 lbs. when filled
- Top-loaded so scopes can be properly sterilized
- Ability to reprocess two (2) endoscopes simultaneously to keep up with patient load in a safe and effective way
- Includes foot pedals for opening lids
- Cycle time of 40 minutes or less (must meet AORNstandards)
- Includes all connectors, adaptors, and positioners for processing

- Includes a built-in alcohol flush
- Includes a self-disinfect cycle to reduce biofilm buildup
- Includes a lock to prevent operator interaction/exposure with the endoscope while a cycle is in progress
- Operate properly in an ambient operating temperature and humidity of 64.4 F to 86 F (18 C to 30 C), and from 10 to 80% relative humidity (non-condensing)
- Space of at least 0.5 must exist below each housing to allow the filters for the system to be removed and replaced
- Includes a water filtration system independent of the sterilizer that is capable of filtering contaminants found in municipal water sources (i.e. sediment, soluble organics, and chlorine)

1.5.2 Facility Dimensions: The 2 endoscope sterilizers/reprocessors sterilizers and water filtration system shall fit within the following facility dimensions:

- Width: 94 cm (37in)
- Height with lid closed: 116cm (45.5 in)
- Height with lid open: 150cm (59in)
- Depth: 75cm (29.5cm)
- Basin size: 46.35cm (18.25in) W x 50.16cm (19.75in) Lx 13.33cm (5.25in) D
- Installation to occur in SPD on the third floor of Naval Hospital Jacksonville (NHJAX)

1.5.3 Voltage and Electrical Requirements: The sterilizers must meet the following voltage and electrical specifications:

- Three phase, 208 VAC, 30 Amp, 60 Hz (USA/Canada)
- Single phase, 220-230 VAC, 50 Amp, 50 Hz

2.0 **SPECIFIC TASKS**

2.1. **Delivery: Two (2) Endoscope Sterilizer/Reprocessor Sterilizing Units**

2.1.1 Equipment shall be delivered within three (3) weeks to the NHJAX warehouse located at 2091 Child Street, Jacksonville, FL, 32214.

2.2 **De-Installation of Existing Two (2) Sterilizers**

2.2.1 On the same day of installation, the Contractor shall disconnect the two (2) existing sterilizers and move both to the designated area prior to installing the new sterilizers.

2.3 **Installation - 2 Endoscopic Sterilizer/Reprocessor Sterilizing Units**

2.3.1 Room Preparation: Within 2 weeks prior to installation, the contractor shall inspect the existing room to ensure electrical compliance is verified by both the clinic facility manager and the clinic safety manager. The room shall meet current equipment manufacturer's (OEM)specifications in accordance with the newest United States, States and local laws, and DHA regulations. Any damages made by contractor to walls, ceilings, and floor shall be repaired at contractor expense. Contractor shall successfully complete final testing and calibration certification upon completion of the installation. Maintain a clean workspace. The Contractor shall be responsible for repairs for any damage that occurs during the installation to include floors, paint, walls and ceiling.

2.3.2 Installation: Replace the two (2) current 2-filter water filtration systems with new 3-filter water filtration systems. Installation of the two (2) endoscope sterilizers/ reprocessors shall be completed with minimal modification to facility. All modifications to site are at Contractor's cost (no cost to the Government) with Contractor having ownership of any electrical and water installations. Contractor shall successfully connect sterilizers and complete final testing and calibration. Maintain a clean workspace. The Contractor shall be responsible for repairs for any damage that occurs during the installation to include floors, paint, walls and ceiling. Any damages made by contractor to walls, ceilings, and floor shall be repaired at contractor expense. NHJAX will coordinate with contractor installation date and time but installation shall be completed within weeks of contract award.

2.4 Annual and Routine Maintenance

2.4.1 Contractor shall provide support coverage for service and special requests during normal business hours(i.e., 8 hours a day and 5 days a week). The Contractor shall provide labor, materials,travel, personnel supervision, and freight for the scheduled (annual) and unscheduled (routine)maintenance for all equipment.

2.5 **Initial and Annual Training**

2.5.1 Initial Training: Upon endoscopic sterilizer installation, the contractor shall conduct initial in-person general operator training within one week of installation for all designated Endo personnel at NHJAX. This training will provide the Endo team with insight into the OEM specified procedures for preventative maintenance and frequently observed issues with properly maintaining the new endoscopic sterilizers. Contractor shall provide a training/operator's manual for the new endoscope sterilizers/reprocessors.

2.5.2 Annual Training: Within two weeks of option exercise, the vendor shall conduct in-person general operator training for all designated Endo personnel at NHJAX. This training shall provide insight to any changes to OEM specified procedures for preventative maintenance and to any frequently observed issues with maintenance.

3.0 **Qualifications/Considerations**

3.1 **Special Qualifications/Considerations:** The contractor shall be an Original Equipment Manufacturer (OEM) authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system such that OEM warranty and service are provided and maintained by the OEM. All software licensing, warranty, and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

3.2 Naval Hospital Jacksonville (NHJAX) reserves the right to refuse any of the contractor's permission to enter the premises or work on NHJAX equipment. This right may be exercised at any time. The reasons for rejections may include: a lack of training and experience, but may also include, but not be limited to: behavior, attire, security concerns, and immigration status.

4.0 Points of Contact

4.1 Points of Contact: To be determined (TBD) at time of contract award.

Requirements
Two (2) Endoscope Sterilizers and Reprocessor Units

Packaging and Marking

Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM

	2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES
Option Line Item 5001	Inspection and Acceptance Location Both Destination Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria. DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES

Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Period From 03 Aug 2026 to 24 Aug 2026	2 Each	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
0002	Delivery Period From 24 Aug 2026 to 02 Aug 2027	11.25 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
Option Line Item 1001	Delivery Period From 03 Aug 2027 to 02 Aug 2028	12 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
Option Line Item 2001	Delivery Period From 03 Aug 2028 to 02 Aug 2029	12 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
Option Line Item 3001	Delivery Period From 03 Aug 2029 to 02 Aug 2030	12 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
Option Line Item 4001	Delivery Period From 03 Aug 2030 to 02 Aug 2031	12 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination
Option Line Item 5001	Delivery Period From 03 Aug 2031 to 02 Feb 2032	6 Months	Ship To DoDAAC: HT0311 CountryCode: USA NAV HOSP JACKSON FL DMLS - MM 2080 CHILD STREET, JACKSONVILLE FL 32214-5000 JACKSONVILLE, FL 32214-5000 UNITED STATES	FoB Details Contractor Destination

Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

(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.

2-in-1 Services Only

(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.

(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	HQ0490
Issue By DoDAAC	HT9406
Admin DoDAAC	HT9406
Inspect By DoDAAC	HT0311
Ship To Code	HT0311
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HT0311
Service Acceptor (DoDAAC)	HT0311
Accept at Other DoDAAC	N/A
LPO DoDAAC	HT0311
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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 acceptor point of contact (POC):* *To be determined (TBD) at contract award.*

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

To be determined (TBD) at contract award.

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

(End of clause)

Special Contract Requirements

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		
252.247-7025	Reflagging or Repair Work.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.212-5	**Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Tailored)**	**(Mar 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

(11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

(12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) [Reserved]

(18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-6.

(19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-7.

(20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Jan 2025) of 52.219-9.

(22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

(24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (Mar 2020) of 52.219-28.

(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) [Reserved]

(34) [Reserved]

(35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

(36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

(46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I [Reserved].

(iii) Alternate II (Jan 2025) of 52.225-3.

(iv) Alternate III (Feb 2024) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services. (Tailored) (Nov 1999)

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Tailored) (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul https://www.acquisition.gov/dfars

(End of clause)

List of Attachments

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003 AND 2025-O0004)

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"-

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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 size standards in this solicitation.

(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 at13 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 CFR124.104(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.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned and controlled 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 business concern means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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 least51 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) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting 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). Check all that apply.

(1) *Small business concern*. 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) *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.

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror 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. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [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.

(6) *Women-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 that it ☐ is, ☐ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents 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:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents 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:* _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern)*. [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *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) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	Country of Origin
—	—
—	—
—	—

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
—
—
—

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

—	—
—	—
—	—

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

___	___
___	___

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) ☐

(ii) ☐

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) ☐ 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: ____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR1.6049-4;

☐ Other ____.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name ____.

TIN ____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____(or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) [Reserved]

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

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

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

DFARS Clauses Incorporated by Full Text

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

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Instructions, Conditions, & Notices to Offerors or Quoters

COMBINED SYNOPSIS/SOLICITATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR 12.2,Solicitation, Evaluation, and Award, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested in response to this combined synopsis/solicitation. It is the quoter's responsibility to be familiar with the applicable FAR and DFARS clauses and provisions. The FAR clauses may be accessed in full text at these addresses: https://www.acquisition.gov/browse/index/far; https://www.acquisition.gov/far-overhaul; https://www.acquisition.gov/dfars.

The North American Industry Classification System (NAICS) is Code: 339112, with a size standard in number of employees of 1,000. This is a Full and Open Competition requirement; all qualified Quoter(s) are encouraged to submit a quotation.

The Defense Health Agency Contracting Activity (DHACA), Healthcare Contracting Division - Southeast (HCD-Southeast), on behalf of the Naval Hospital Jacksonville (NHJAX), Florida, has a requirement to provide for the acquisition, delivery and installation of two (2) new Endoscope Sterilizers and Reprocessors units, and provide maintenance and annual training to facility staff at NHJAX. The existing 2 endoscope sterilizers and reprocessors at NHJAX reached the end-of-life expectancy in 2019. Two new endoscope sterilizers are required to maintain operations.

The Contractor shall supply, deliver and install two (2) new endoscope sterilizers and reprocessors, and provide maintenance and annual training to facility staff. The contractor shall maintain equipment within the original equipment manufacturer's (OEM) specifications in accordance with the newest United States, State and local laws and regulations. The contractor shall be responsible for the de-installation of the existing 2 sterilizer/reprocessor units on the same day of installation of the new sterilizer/reprocessor units. The contractor shall move the 2 old disconnected sterilizers/reprocessors units to the designated area prior to installing the new sterilizers/reprocessors units. Within 2 weeks prior to installation, the contractor shall inspect the existing room to ensure electrical compliance is verified by both the clinic facility manager and clinic safety manager. The room shall meet current OEM specifications in accordance with the newest United States, State and local laws, and Defense Health Agency (DHA) regulations. The contractor shall successfully complete final testing and calibration certification upon completion of installation of the sterilizer/reprocessor units. The contractor must maintain a clean work environment. The contractor shall be responsible for repairing any damages that occurs during the installation of the new sterilizer/reprocessor units, to include damages to floors, walls, paint, and ceiling. Installation includes replacing the two (2) current 2-filter water filtration systems with a new 3-filter water filtration system. Installation of the 2 new endoscope sterilizer/reprocessor units shall be completed with minimal modification to the facility with all modifications to be completed same day. All modifications to the site are at the Contractor's cost with no additional cost to the Government. The contractor shall have ownership of any electrical and water installation. Contractor shall successfully connect sterilizers and complete final testing and calibration. NHJAX will coordinate with contractor installation date and time, but installation shall be completed within 3 weeks of contract award.

The contractor shall provide labor, materials, travel, personnel supervision, and freight for the scheduled(annual) and unscheduled (routine) maintenance for all equipment. The contractor shall conduct initial in-person general operator training within one (1) week of installation for all designated Endo Personnel at NHJAX. The contractor shall be an OEM authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system such that OEM warranty and services are maintained in accordance with OEM specifications. All software licensing, warranty, and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

The contractor shall provide annual and routine maintenance/support coverage for services and special requests and shall be performed during normal business hours (i.e., 8 hours a day and 5 days a week), excluding United States Federal Government holidays, which are identified online at the following site: https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=2026.

Reference the Performance Work Statement (PWS) for the required tasks, to include the Essential Characteristics, and qualifications required for this requirement.

The solicitation number is: HT940626QE044

INSTRUCTION TO OFFERORS

Quoter's shall only submit one quote/solution to the Government in response to this combined/solicitation. This specifies the format and content that quoters shall use in response to this Request for Quote (RFQ). Quoters shall submit a response that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Any quote which does not provide, as a minimum, that which is required in the RFQ may be determined to be substantially incomplete and not warrant any further consideration.

Quotations shall be submitted electronically via email only, referencing the solicitation number, HT940626QE044. Quotes are due by the date and time specified in Block 8 of SF 1449. Include a Company Point of Contact (POC), Email and Size status of Business. If the quoter's POC information changes at any time during the Pre-Award/Solicitation phase, the Quoter is solely responsible for providing updated Company POC information. The Government is not responsible for following up with the quoter for updated information.

Any questions regarding this solicitation must be addressed to derrick.w.walker.civ@health.miland andrea.l.giuliano.civ@health.mil by email only, no later than 11:00 AM EST on 8 July 2026. No phone calls accepted. Answers to questions will be addressed and posted via SAM.GOV, as soon as possible after the deadline for questions has closed. In the event multiple questions address the same issue; the Government reserves the right to answer a representative question that best exemplifies the issue. Please submit only one set of questions per company.

The Government requests a discount.

The quoter agrees to hold the prices in its quotation firm for 90 calendar days from the date specified for receipt of quotations.

Quoter's are responsible for submitting quotations and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

Any quote, modification, or revision received after the time specified for receipt of quotations is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the Government office designated for receipt of quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

Quoters may withdraw their offers by written notice to the Government received at any time before award.

The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(End of provision)

Non-Price Evaluation Factors:

The quoter's submission shall be submitted in four (4) separate volumes as noted below. All information shall be confined to the appropriate volume/section. For example, only information included in the Past Performance Volume will be evaluated for the Past Performance factor. If past performance information is included elsewhere in the quote, it will not be evaluated as part of the Past Performance factor. The Quoter shall confine submission to essential matters, sufficient to define the quote and provide adequate basis for evaluation. Quoters are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote. Proprietary information shall be clearly marked. The 4 separate volumes are, as follows:

- Volume I: Technical
- Volume II: Past Performance
- Volume III: Business
- Volume IV: Administrative

A complete Volume I - Technical, Volume II - Past Performance, Volume III - Business, and Volume IV - Administrative shall be submitted no later than the closing date and time specified in the solicitation, block 8, of the SF 1449. If any one proposal volume is received past the stated closing date, the entire proposal will be considered late. No further consideration will be given to any quoter who submits any of the volumes late in accordance with FAR 15.107(b).

Incomplete responses may not be considered. To be considered for award, quoter's responses must contain the following information:

1. **Volume I - Technical.**

Page Limitation. The total number of pages submitted for Volume I - Technical shall not exceed ten (10) pages (8 1/2 X 11 inch), excluding a title page and table of contents. If the Technical volume contains more than 10 pages, only the first 10 pages will be evaluated. Cover letters, title pages, and table of contents are not required; any information contained in these pages will not be evaluated.

a. **Design Quality, Capability, and Conformance to Essential Characteristics and Required Delivery and Installation Timeline**: The Quoter shall include information that demonstrates the proposed product's design quality and capabilities to perform the specific tasks, to include submitting all necessary documentation demonstrating that its proposed product meets all of the requirements within the Essential Characteristics (see paragraph 1.5 through 1.5.3 of the PWS). If marketing brochures are submitted, please ensure that it denotes exactly how the Essential Characteristics are met; otherwise, provide the supplemental information to demonstrate the product's capabilities and conformance to the Essential Characteristics within the technical volume of the quote. Quoters shall submit sufficient documentation to allow for an evaluation of the Technical Capability and its abilities to meet the Essential Characteristics and required delivery and installation timeline. Statements that the Quoter understands, can or will comply with all specifications, or statement paraphrasing the specifications of parts thereof, or phrases such as "standard procedures will be used" or "well-known techniques will be used," will be considered insufficient. Quotes not meeting all requirements will not be further considered for award unless there are no other technically acceptable Quoters. This will be rated either "Acceptable" or "Unacceptable".

2. **Volume II - Past Performance.**

The Quoter shall provide three (3) recent (within last 3 years prior to the closing date of this solicitation) and relevant (services of similar scope and complexity) contracts references. The data for each past performance example shall include, but not limited to, the following:

- Contract Reference Number
- Contract Date
- Description of work and endoscope sterilizers/reprocessor provided on the contract
- Value of the contract (rounding to the nearest $5K is acceptable)
- Organization and location
- Validated Point of Contact (POC) name and telephone number
- Validated POC E-mail address
- Affirmative or negative responses to "Has the POC agreed to be contacted as a reference?"

The Government reserves the right to utilize other information not provided by the quoter and will evaluate information readily available. It is the responsibility of the quoter to ensure each POC is verified and accurate. In the case of an quotation or without a record of relevant past performance or for whom information on past performance is not available, the quoter will not be evaluated favorably or unfavorably on past performance (FAR 15.202(c)(1)). The quoter will receive a neutral rating.

Page limitation for Volume II -Past Performance: The total number of pages submitted for Volume II - Past Performance shall not exceed three (3) pages, excluding a cover letter, title page and table of contents. If Volume II contains more than 3 pages, only the first 3 pages will be evaluated.

3. **Volume III - Business**.

Quoters shall complete the pricing schedule for each Contract Line Item Number (CLIN) for the base period and all option periods. Adequate price competition is expected for this acquisition. Quoter shall submit pricing reflective of the new endoscope sterilizer/reprocessor units and services specified in the PWS. The quoter will be evaluated for reasonableness and completeness.

Reasonableness: The quoter's proposed price will be evaluated separately to determine the degree to which the total proposed prices represent a fair and reasonable price. The quoter's total price will be used to evaluate price reasonableness.

Completeness: The quoter's price proposal will be examined to ensure that all items required in the Volume III -Business have been submitted and are complete.

4. **Volume IV - Administrative**.

a. Quoters shall provide acknowledgement of solicitation number HT940626QE044 and any subsequent amendments, if applicable.

b. Quoters shall be registered in the System for Award (SAM) database in accordance with FAR 52.204-7.

c. Quoter shall verify its online System for Award (SAM) representations and certifications are current, accurate, complete, and applicable ta this solicitation as of the date of its quotation and are incorporated in its quotation by reference. The quoter shall also be registered in SAM.gov under the applicable NAICS code for this solicitation: 339112. Registration is free and can be completed online at https://www.sam.gov/conten/home. No documentation is required to be submitted in response to this paragraph.

Period for Acceptance of Quoters

The period of acceptance of quotations is ninety (90) days after the closing date of the RFQ.

Pre-Contract Costs

The Contractor will not be reimbursed for any costs incurred prior to the effective date of the contract.

BASIS OF AWARD

This is a best value procurement. The Government intends to make an award to the Quoter whose response conforms to the combined synopsis/solicitation and will be the most advantageous to the Government, price and other factors considered. The Government may elect to award to other than the lowest price, based on the evaluation of the non-price factors and the best value to the Government. The Government anticipates award of one (1) firm-fixed price contract resultant from the issuance of this combined synopsis/solicitation.

The Government intends to evaluate quotes and award a contract without discussions, but reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government reserves the right to make no award as a result of this combined synopsis/solicitation. FAR Provision52.212-2, Evaluation-Commercial Products and Commercial Services is included, Quoters must submit all information therein order for the Government to determine technical acceptability.

The Contracting Officer reserves the right to adjust the start date of the contract based on the actual award date.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Deviation 2026-O0038) (Tailored) (Feb 2026)

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul https://www.acquisition.gov/dfars

(End of provision)

Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Tailored) (Feb 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. Technical (Acceptable/Unacceptable). The Government will evaluate the quoter's proposed product's design quality and capabilities to perform the specific tasks, to include meeting all of the requirements within the Essential Characteristics (see paragraph 1.5 through 1.5.3 of the PWS). This will be rated either "Acceptable" or "Unacceptable".

For quoters that receive an Acceptable rating for Conformance to Essential Characteristics, the Government will conduct a tradeoff analysis of the remaining factors/ subfactors in order of decreasing priority. Quotations rated "Unacceptable" will not be evaluated further.

2. Past Performance. For all technically acceptable quotations only, the Government will evaluate the quoter's recent relevant past performance record for (a) Relevancy: how pertinent a recent effort accomplished by the quoter is to the effort to be acquired through the source selection; (b) the functional performance of the proposed or similar services that the quoter has delivered to previous customers; (c) the quality and timeliness of the delivery and installation of the new endoscope sterilizer/reprocess, to include the preventative maintenance and annual training that the quoter has provided to its customers.

3. Business. The Government will evaluate the total proposed price for reasonableness and completeness.

Reasonableness: The degree to which the total proposed prices represent a fair and reasonable price. Completeness: Pricing is provided for all line items and a total contract price (total of all line items).

Tradeoff Methodology: Among the technically acceptable quotations, Past Performance is significantly more important than Price. The Government may award to a higher-priced quoter if their superior past performance record(indicating a higher probability of successful contract execution) justifies the price premium.

4. Administrative. The quoter's volume will be examined to ensure that it has been completed in accordance with the solicitation instructions. The Administrative volume will be evaluated and determined to be either "complete" or "incomplete". An award will only be made to a contractor who has submitted a complete "Administrative" volume. An incomplete "Administrative" volume may be revised during discussions (if discussions are held) and then may be considered to be complete.

Technical and Past Performance, when combined, are more important than price.

(b) Options. The Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an quotation is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an quotation furnished to the successful Quoter within the time for acceptance specified in the quotation, shall result in a binding contract without further action by either party. Before the quoter's specified expiration time, the Government may accept an quotation (or part of an quotation), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)