SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA2	1 73

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	SPRRA2-26-R-0003	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2025NOV20	SEE SCHEDULE

7. Issued By Code SPRRA2

DEFENSE LOGISTICS AGENCY
AH/AHCA
5201 MARTIN ROAD/DLA-AVN-AH

REDSTONE ARSENAL AL 35898-7340

8. Address Offer To (If Other Than Item 7)

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00am **(hour) local time** 2026MAR17 **(Date).**

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

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	LEWIS P. FOURNET	(256)	230-5758		LEWIS.FOURNET@DLA.MIL

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

15A. Name and Address of Offeror Code _____ Facility _____

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

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

AWARD (To be completed by Government)

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

22. Authority For Using Other Than Full And Open Competition:
☒ **10 U.S.C. 2304(c)(** 1 **)** ☐ **41 U.S.C. 253(c)(** **)**

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item 25

24. Administered By (If other than Item 7) Code _____

25. Payment Will Be Made By Code _____

26. Name of Contracting Officer (Type or Print)

27. United States Of America

(Signature of Contracting Officer)

28. Award Date

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

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LEWIS P. FOURNET
Buyer Office Symbol/Telephone Number: AH/AHCA/(256)230-5758
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A-1. THIS REQUIREMENT IS SOLE SOURCED TO LOCKHEED MARTIN, CAGE 64059. IAW 10 U.S.C.3204(A)(1) FAR 6.302-1. ONLY ONE RESPONSIBLE SOURCE, AND NO OTHER TYPE OF SUPPLIES OR SERVICES WILL SATISFY AGENCY REQUIREMENTS.

A-2. THIS REQUIREMENT IS IN SUPPORT OF THE PATRIOT MISSILE SYSTEM. THIS IS A SINGLE PURCHASE, FIRM-FIXED PRICE EFFORT.

A-3. PRODUCTION LOT TESTING (PLT) IS NOT REQUIRED.

A-4. ARMS EXPORT CONTROL MAY BE REQUIRED AND WHEN APPLICABLE THE REQUIREMENT WILL BE IDENTIFIED AT THE CLIN LEVEL. THE TECHNICAL DATA PACKAGE INCLUDES THE FOLLOWING REQUIRED STATEMENT. [WARNING THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22 U.S.C., SEC 2751 ET SEQ.) EXECUTIVE ORDER 12470. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES.] QUALIFIED INTERESTED PARTIES CAN SUBMIT A REQUEST FOR TECHNICAL DATA PACKAGES TO THE AMCOM G-6 INFORMATION MANAGEMENT DIVISION CONTRACTOR USER DATA REQUEST AT HTTPS://G6KMS.REDSTONE.ARMY.MIL/HOME/KMS_CCOSTS. ONCE REQUESTS ARE RECEIVED, AND PROCESSED, TECHNICAL DATA PACKAGES WILL BE SENT VIA THE DOD SAFE SITE, HTTPS://SAFE.APPS.MIL/. INTERESTED PARTIES HAVE 7 CALENDAR DAYS TO RETRIEVE AND DOWNLOAD THE TECHNICAL DATA FROM THE DOD SAFE SITE BEFORE THE LINK EXPIRES.

A-5. GOVERNMENT FIRST ARTICLE TEST (FAT) MAY BE REQUIRED. FAT REPORT SHALL BE SUBMITTED IN ENGLISH. (FAT UNIT SHALL NOT BE RETAINED AS A MATERIAL STANDARD. TEST ITEM WILL BE DESTROYED AS PART OF TESTING.) IF FAT IS WAIVED, WAIVER, PAID#, AND VALIDITY SHALL BE DOCUMENTED AT THE CLIN LEVEL. VALIDITY AT TIME OF AWARD REMAINS IN EFFECT FOR REQUIREMENT UNLESS CHANGED, RETRACTED, AND/OR DISAPPROVED.

A.6 ENVIRONMENTAL TEST MAY BE REQUIRED, AND WHEN APPLICABLE THE REQUIREMENT WILL BE IDENTIFIED AT THE CLIN LEVEL. ITEM(S) OR COMPONENT(S) WHICH ARE SUBJECTED TO ENVIRONMENTAL TESTS OF A DESTRUCTIVE NATURE OR WHICH OTHERWISE DEGRADE THE QUALITY OF THE ITEM(S) SHALL NOT BE FURNISHED TO THE GOVERNMENT IN SATISFACTION OF THIS CONTRACT.

A-7. SERIAL NUMBERING MAY BE REQUIRED, AND WHEN APPLICABLE, THE REQUIREMENT WILL BE DOCUMENTED AT THE CLIN LEVEL.

A-8. BAR CODE MARKINGS ARE NOT REQUIRED.

A-9. FIT CHECK IS NOT REQUIRED.

A-10. IUID MARKINGS MAY BE REQUIRED, AND WHEN APPLICABLE, THE REQUIREMENT WILL BE DOCUMENTED AT THE CLIN LEVEL. THE DFARS CLAUSE 252.211-7003 ITEM IDENTIFICATION AND VALUATION IS INCLUDED IN SECTION F.

A-11. CONTRACTOR POINT OF CONTACT INFORMATION:

NAME: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____

A-12. PLEASE SUBMIT REPORTS, INQUIRIES, AND POST AWARD ACTIONS TO:

DLAHSVPOSTAWARDTEAM@DLA.MIL
5206 MARTIN ROAD
REDSTONE ARSENAL, AL 35898

WITH AN INFORMATION COPY TO THE ADMINISTERING CONTRACT OFFICER.

A-13. DCMA ACO POINT OF CONTACT INFORMATION:

NAME: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____

A-14. OFFERS SHALL BE SUBMITTED IN ACCORDANCE WITH FAR 15.208. FACSIMILE SUBMISSIONS ARE NOT AUTHORIZED. CONTRACTOR MAY SUBMIT OFFER TO

THE CONTRACT SPECIALIST POINT OF CONTACT INFORMATION ANNOTATED BELOW:

ATTN: THERESA BESHENICH
DLA AVIATION-HUNTSVILLE, BLDG. 5202
REDSTONE ARSENAL, AL 35898-5280
THERESA.BESHENICH@DLA.MIL

A-15. SUBCONTRACTING PLAN MAY BE REQUIRED.
_____ APPROVED SUBCONTRACTING PLAN IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS CONTRACT. THE EFFECTIVE PERIOD OF THIS PLAN IS _____ TO _____. WHEN SUBMITTING REPORTS IN ESRS, USE GOVERNMENT NOTIFICATION EMAIL ADDRESS:DLAHSVSUBK@DLA.MIL.

A-16. ACCELERATED DELIVERY IS ENCOURAGED AND AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.

A-17. CERTIFIED COST AND PRICING DATA:

NOTICE: YOUR ATTENTION IS INVITED TO FEDERAL ACQUISITION REGULATION (FAR) 15.403-4, RELATIVE TO THE REQUIREMENT FOR OBTAINING CERTIFIED COST AND PRICING DATA. THIS IS CONSIDERED TO BE A SOLE SOURCE REQUIREMENT; THEREFORE, THE OFFEROR IS REQUIRED TO SUBMIT CERTIFIED COST AND PRICING DATA. FAILURE TO PROVIDE COST OR PRICING DATA MAY RESULT IN YOUR OFFER BEING CONSIDERED INADEQUATE &/OR DEFICIENT.

A-18. LOCKHEED MARTIN 1LMX SYSTEM:

PROPOSAL SHALL INCLUDE SECTION C APPENDIX C FORMULIZED COST REPORTS IN EXCEL WORKBOOK FORMAT (.XLSX). IN ADDITION TO THE HOUR, RATE, AND DOLLAR ELEMENTS, THE GOVERNMENT IS REQUESTING THAT ONE OF THE COST REPORT TABLES (I.E. COST SUMMARY BY YEAR) INCLUDE THE FOLLOWING ELEMENTS.

- CLIN
- POOL
- CLASS OF COST DISPLAY
- YEAR
- BRC
- RESOURCE-ADLR
- BRC NAME
- COST CATEGORY

A-19. LONG LEAD TIME AND OR LONG-TERM CONTRACTS

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

A-20. PRODUCT QUALITY DEFICIENCY REPORTS (PQDRs)

THE PRODUCT QUALITY DEFICIENCY REPORT PROGRAM (ARMY REGULATION 702-7) WILL BE USED WHEN CONTRACTORS: 1) DELIVER DEFICIENT ITEMS OR 2) RECEIVE DEFICIENT ITEMS FROM A DOD SUPPLY CHAIN IN SUPPORT OF ARMY REQUIREMENTS. WHEN REQUESTED, THE CONTRACTOR SHALL ASSIST THE COGNIZANT CONTRACT ADMINISTRATION OFFICE IN EVALUATING PQDRS AND EXHIBITS FOR DEFECTS REPORTED ON ITEMS MANUFACTURED UNDER THIS CONTRACT TO DETERMINE THE ROOT CAUSE FOR DEFICIENCIES. CORRECTIVE ACTION AND PREVENTATIVE ACTION TO PRECLUDE RECURRENCE OF DISCREPANCIES SHALL BE AN INTEGRAL PART OF THE CONTRACTOR'S QUALITY PROGRAM. THESE DEFECTS MAY BE REPORTED FROM ANY DOD ACTIVITY THAT DISCOVERS A DEFECTIVE ITEM.

A-21. ECONOMIC ORDER QUANTITIES (EOQs)

ECONOMIC ORDER QUANTITIES (EOQs) SHALL BE PROPOSED BY THE SOLE SOURCE CONTRACTOR TO ENSURE OPTIMAL ORDERING QUANTITIES. THE EOQ INFORMATION REQUESTED IN THIS NARRATIVE, IS BEING SOLICITED TO AVOID ACQUISITIONS IN DISADVANTAGEOUS QUANTITIES AND TO ASSIST THE GOVERNMENT IN DEVELOPING DATA FOR THE CURRENT AND FUTURE ACQUISITIONS FOR THIS ITEM/ THESE ITEMS. THE GOVERNMENT ANTICIPATES THE OFFER'S PROPOSAL (IN VIEW OF MARKET RESEARCH, HISTORICAL AWARDS, THE NATURE OF THE ITEM(S) BEING SOLICITED AND THE CURRENT ECONOMIC ENVIRONMENT) WILL INCLUDE QUANTITIES/RANGES THAT WILL VARY FROM THOSE BEING SOLICITED. THE SOLICITED QUANTITIES ARE BASED ON ESTIMATED ANNUAL DEMANDS AND AS SUCH THE GOVERNMENT RESERVES THE RIGHT TO NEGOTIATE / AWARD THE MOST ADVANTAGEOUS QUANTITIES AND/OR RANGES.

Name of Offeror or Contractor:

A-22. NON-RECURRING CHARGE (NRC) MAY BE REQUIRED FOR PART: 11450637-19 TO OFFER ITEM AS A SPARE. DEVELOPMENT, HOURS AND PRICE FOR NRC COST WILL BE LISTED SEPARATELY IN PROPOSAL. CONGRUOUS WITH STATEMENTS FROM LOCKHEED MARTIN, CAGE 64059, ALL COSTS AND THE TASKS RELATED TO THE TRANSITION OF THE SPARE SHALL BE DISCLOSED TO THE GOVERNMENT. ALL ASSOCIATED COST ELEMENTS SHALL BE DETAILED IN THE COST SUMMARY AND COST VOLUME.

A-23. DEFENSE PRIORITY AND ALLOCATIONS SYSTEM (DPAS)

THIS IS A [DO] DPAS RATED ORDER, AND YOU ARE REQUIRED TO NOTIFY DLA WITHIN 15 DAYS OF RECEIPT OF AN ORDER IF THE RATED ORDER CANNOT BE FULFILLED AS WRITTEN. THIS INCLUDES CONFLICTING RATED ORDER SCHEDULES. IF NO RESPONSE IS RECEIVED DURING THE REQUIRED RESPONSE TIME, THE CONTRACTOR SELF-ATTESTS ORDER ACCEPTANCE AS IS.

A-24. CONTRACTOR TESTED FIRST ARTICLE:

FOR LONG TERM EFFORTS, FIRST ARTICLE TEST PRICING IS MANDATORY REGARDLESS OF INTENT TO REQUEST A WAIVER. ANY PROPOSAL RECEIVED WITHOUT FIRST ARTICLE TEST PRICING WILL BE REJECTED AND DEEMED INELIGIBLE FOR FURTHER AWARD CONSIDERATION.

IF THE OFFEROR HAS RECEIVED A CONTRACTOR PURCHASE ORDER FOR THE SAME NATIONAL STOCK NUMBERED ITEM SOUGHT UNDER THIS SOLICITATION SUBJECT TO A FIRST ARTICLE TEST, THE OFFEROR MUST IDENTIFY THE CONTRACT NUMBER UNDER WHICH THE FIRST ARTICLE IS DUE AND THE DATE ON WHICH THE FIRST ARTICLE IS DUE. THE CONTRACTING OFFICER WILL USE THIS INFORMATION IN MAKING A DETERMINATION AS TO WHETHER FIRST ARTICLE APPROVAL CAN BE MADE UNDER THE CURRENT SOLICITATION. IF THE REQUESTED/REQUIRED DELIVERY FOR THE FAT REPORT/FA SHIP TIME CANNOT BE MET, THE OFFER(S) SHALL PROVIDE A PROPOSED DELIVERY SCHEDULE WITH DETAILS EXPLAINING WHY THE REQUESTED/REQUIRED DELIVERY CANNOT BE MET. THE SUPPLIER SHALL NOTIFY IN WRITING THE TESTING LAB, THE ENGINEERING SUPPORT ACTIVITY, AND THE CONTRACT ADMINISTRATOR WHEN TESTING REPORTS AND/OR SHIPMENTS ARE SUBMITTED IAW CONTRACT REQUIREMENTS TO INCLUDE TRACKING INFORMATION.

FIRST ARTICLE TEST (FAT): TIME IS 3 DAYS. UNITS TO BE TESTED IS 1 EACH. FIRST ARTICLE TEST SHALL BEGIN ON A MUTUALLY AGREED UPON DATE BETWEEN THE GOVERNMENT AND THE CONTRACTOR. THE DATE SHALL OCCUR WITH ENOUGH TIME IN ADVANCE TO BEGIN SCHEDULED DELIVERIES AS DETAILED AT CLIN LEVEL. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING 30 DAYS PRIOR TO THE PROPOSED DATE OF FIRST ARTICLE TESTING.

CONTRACTOR FIRST ARTICLE TEST:

NUMBER OF SAMPLES TO BE TESTED: 1 EACH
INSPECTION: ORIGIN (DCMA)
ACCEPTANCE: ORIGIN (DCMA)
DELIVER FOB: DESTINATION
BY: SEE FAT CLINS

FAT CLIN DELIVERY SCHEDULE:

TBD DAYS/DARO CONTRACTOR FAT COMPLETE AND REPORT SUBMISSION
TBD DAYS GOVERNMENT REVIEW AND NOTIFICATION TO CONTRACTOR
TBD DAFAA DELIVERY OF PRODUCTION UNITS
TBD DACA/DARO (SEE FAT CLINS)

FIRST ARTICLE TEST REPORT: (FATR) IS DUE 15 DAYS AFTER FAT. THE GOVERNMENT HAS 45 DAYS TO APPROVE/DISAPPROVE THE TEST REPORT. FAT REPORT SHALL BE SUBMITTED IN ENGLISH. THE FIRST ARTICLE TEST REPORT WILL BE SENT ELECTRONICALLY TO: DLAHSVPOSTAWARDTEAM@DLA.MIL, IF THE FILE IS TOO LARGE OR ENCRYPTION IS NEEDED, A DOD SAFE LINK WILL BE SENT TO YOU FOR UPLOAD USING HTTPS: //SAFE.APPS. MIL/ . PLEASE USE THE DLAHSVPOSTAWARDTEAM@DLA. MIL EMAIL ADDRESS TO REQUEST THE LINK.

CONTRACTOR FATR:

INSPECTION: ORIGIN (DCMA)
ACCEPTANCE: DESTINATION
SHIP TO: SPRRA1 (DLAHSVPOSTAWARDTEAM@DLA.MIL)
WAWF SUBMITTAL WILL BE A COMBO
ACCEPTANCE OF THE FATR WILL TAKE PLACE FIRST AND THEN ACCEPTANCE OF THE FAT BY DCMA WILL COMMENCE.

FOR SERVICES WAWF SUBMITTAL INVOICE 2IN1

*** END OF NARRATIVE A0001 ***

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
B-1. APPROVED SOURCE(S):

LOCKHEED MARTIN CORPORATION
CAGE: 64059

*** END OF NARRATIVE B0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	CIRCUIT CARD ASSEMB NSN: 5998-01-244-9896 Mfr CAGE: 64059 Mfr Part Number: 11450637-19				
1001AA	PRODUCTION QUANTITY	3 (E)	EA	See Range Pricing	$_____

COMMODITY NAME: CIRCUIT CARD ASSEMB
CLIN CONTRACT TYPE:
Firm Fixed Price

Range Quantities

FROM	TO	UNIT PRICE
3	7	$
8	12	$
13	17	$

IN THE EVENT AN ORDER IS ISSUED FOR QUANTITIES OUTSIDE THE RANGES LISTED ABOVE, THE UNIT PRICE ASSOCIATED WITH THE HIGHEST LISTED RANGE WILL BE APPLIED TO THAT ORDER.

(End of narrative B001)

ELECTRONIC FABRICATION AND EXPORT CONTROL ARE APPLICABLE &/OR REQUIRED.

FAT IS WAIVED IAW QUALITY SUPPLEMENTAL DOCUMENT - 007858018 W/ A VALIDITY OF 25AUG2028.

(End of narrative C001)

Packaging and Marking
PACKAGING/PACKING/SPECIFICATIONS:
MIL-STD-129 MARKINGS SHALL APPLY
UNIT PACK: 001 INTERMEDIATE PACK: 000
LEVEL PRESERVATION: Military
LEVEL PACKING: B

ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES):

WT [1.2]
LN [9.3]
WD [6.3]
DP [3.0]

ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MIL-STD-2073-1 CODES, APPENDIX J: JI/A/MP [GX] JII/CD [1] JIII/PM [00] JIV/WM [K3] JV/CD [LT] JVI/CT [A] JVII/UC [NS] JVII/IC [00] JIX/A/PK [F] JX/SM [39] JVIIIA/OPI [M] SUPPLEMENTAL INFORMATION: N/A (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (W31P0W) SR W0H9 US ARMY AVN & MISSLES CMD REDSTONE TECHNICAL TEST CENTER COTTONWOOD RD BLDG 8022 MF 4500 REDSTONE ARSENAL,AL,35898-8052 DELIVERIES SHALL COMMENCE 630 DAYS AFTER RECEIPT OF DELIVERY ORDER AT A RATE OF TBD PER MONTH. (End of narrative F001)				
1001TN	NON-RECURRING CHARGE (NRC) SERVICE REQUESTED: NON-RECURRING CHARGE (NRC) SERVICE REQUESTED: NON-RECURRING CHARGE (NRC CLIN CONTRACT TYPE: Firm Fixed Price NON-RECURRING CHARGE (NRC) MAY BE REQUIRED FOR PART 11450637-19 TO OFFER ITEM AS A SPARE. ALL COSTS AND TASKS RELATED TO THE TRANSITION OF THE SPARE SHALL BE DISCLOSED TO THE GOVERNMENT. ALL ASSOCIATED COST ELEMENTS SHALL BE DETAILED IN COST SUMMARY AND COST				$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	VOLUME. (End of narrative C001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance				
1002	DISTRIBUTION BOX NSN: 6110-01-441-1623 Mfr CAGE: 64059 Mfr Part Number: 13507110				
1002AA	PRODUCTION QUANTITY COMMODITY NAME: DISTRIBUTION BOX CLIN CONTRACT TYPE: Firm Fixed Price Range Quantities FROM TO UNIT PRICE 2 6 $ 7 12 $ 13 17 $ IN THE EVENT AN ORDER IS ISSUED FOR QUANTITIES OUTSIDE THE RANGES LISTED ABOVE, THE UNIT PRICE ASSOCIATED WITH THE HIGHEST LISTED RANGE WILL BE APPLIED TO THAT ORDER. (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 13507110 REVISION: M DATE: 10-AUG-2016 SERIAL NUMBERING AND IUID ARE APPLICABLE &/OR REQUIRED. FAT IS WAIVED IAW QUALITY SUPPLEMENTAL DOCUMENT - 0008173756 W/ A VALIDITY OF 06FEB2027 (End of narrative C001)	2 (E)	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES): WT [26.0] LN [32.0] WD [15.0] DP [10.0] ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT MIL-STD-2073-1 CODES, APPENDIX J: JI/A/MP [52] JII/CD [1] JIII/PM [00] JIV/WM [EA] JV/CD [NA] JVI/CT [H] JVII/UC [ED] JVII/IC [00] JIX/A/PK [Q] JX/SM [03] JVIIIA/OPI [M] SUPPLEMENTAL INFORMATION: CAP CONNECTORS. (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Origin SHIP TO: (W31P0W) SR W0H9 US ARMY AVN & MISSLES CMD REDSTONE TECHNICAL TEST CENTER COTTONWOOD RD BLDG 8022 MF 4500 REDSTONE ARSENAL,AL,35898-8052 DELIVERIES SHALL COMMENCE 720 DAYS AFTER RECEIPT OF DELIVERY ORDER AT A RATE OF TBD PER MONTH.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F001)				
1003	CIRCUIT CARD ASSEMB NSN: 5998-01-441-3186 Mfr CAGE: 64059 Mfr Part Number: 13507570				
1003AA	PRODUCTION QUANTITY	14 (E)	EA	See Range Pricing	$_____
	COMMODITY NAME: CIRCUIT CARD ASSEMB CLIN CONTRACT TYPE: Firm Fixed Price Range Quantities FROM TO UNIT PRICE 3 7 $ 8 12 $ 13 17 $ IN THE EVENT AN ORDER IS ISSUED FOR QUANTITIES OUTSIDE THE RANGES LISTED ABOVE, THE UNIT PRICE ASSOCIATED WITH THE HIGHEST LISTED RANGE WILL BE APPLIED TO THAT ORDER.				
	(End of narrative B001)				
	SERIAL NUMBERING, IUID, AND EXPORT CONTROL ARE APPLICABLE &/OR REQUIRED. FAT IS REQUIRED.				
	(End of narrative C001)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-129 MARKINGS SHALL APPLY UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: B ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES): WT [2.7] LN [13.5] WD [13.5] DP [4.0] ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT MIL-STD-2073-1 CODES, APPENDIX J:				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	JI/A/MP [GX] JII/CD [1] JIII/PM [00] JIV/WM [K3] JV/CD [LT] JVI/CT [A] JVII/UC [NS] JVII/IC [00] JIX/A/PK [F] JX/SM [39] JVIIIA/OPI [M] SUPPLEMENTAL INFORMATION: N/A (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO: (W25GIR) TRANSPORTATION OFFICER LETTERKENNY ARMY DEPOT WAREHOUSE 53 CHAMBERSBURG PA 17201-4150 DELIVERIES SHALL COMMENCE 720 DAYS AFTER RECEIPT OF DELIVERY ORDER AT A RATE OF TBD PER MONTH. (End of narrative F001)				
1003TF	<u>CONTRACTOR FIRST ARTICLE TEST (FAT)</u> SERVICE REQUESTED: CONTRACTOR FAT CLIN CONTRACT TYPE: Firm Fixed Price CLIN PROPOSED COST IS FOR FIRST ARTICLE TEST ONLY. FIRST ARTICLE TEST UNIT TO BE TESTED IS A PART OF THE TOTAL PRODUCTION QUANTITY. UNIT TO BE TESTED IS 1 EACH. FIRST ARTICLE TEST SHALL BEGIN ON A MUTUALLY AGREED UPON DATE BETWEEN THE GOVERNMENT AND THE CONTRACTOR. THE DATE SHALL OCCUR WITH ENOUGH TIME IN ADVANCE TO BEGIN SCHEDULED DELIVERIES. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING 30 DAYS PRIOR TO THE	1	LO		$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PROPOSED DATE OF FIRST ARTICLE TESTING. THE FIRST ARTICLE TEST UNIT SHALL NOT BE RETAINED BY THE CONTRACTOR AS A MANUFACTURING STANDARD. FAR 52.209-3 ALTERNATE I IS REQUIRED TO PRODUCE THE FIRST ARTICLE AND THE PRODUCTION QUANTITY AT THE SAME FACILITY. FAT CLIN IS NOT RESTRICTED TO A SPECIFIC ORDERING PERIOD AND MAY BE IMPLEMENTED WITH ANY ORDER DURING THE DURATION OF THE CONTRACT AT THE DISCRETION OF THE QUALITY ADMINISTRATOR IN ACCORDANCE WITH FAR SUBPART 9.3. THIS IN NO WAY PRECLUDES THE CONTRACTOR'S RIGHT TO SUBMIT A REQUEST FOR A WAIVER OF THE FAT, ALTHOUGH A WAIVER IS NOT GUARANTEED. (End of narrative B001) SHIP TO: (W90BWX) XR W1DF CCDC AV MISSILE CENTER BLDG 5400 FOWLER RD CENTER SUPPORT FACILITIES LOGISTICS REDSTONE ARSENAL,AL,35898-5000 (End of narrative D001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance				
1003TR	FIRST ARTICLE TEST REPORT (FATR) COMMODITY NAME: FATR CLIN CONTRACT TYPE: Firm Fixed Price Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance DOC REL CD: 001 MILSTRIP SUPPL ADDR SIG CD MARK FOR TP CD: 3 DEL REL CD: 001 QUANTITY: 1 DEL DATE: AS REQUIRED	1	EA	$ ** NSP **	$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (SPRRA1) DLA AVIATION AT HUNTSVILLE, AL DLR PROCUREMENT OPERATIONS (AH) 5201 MARTIN ROAD REDSTONE ARSENAL,AL,35898-7340 THE FIRST ARTICLE TEST REPORT IS DUE 15 DAYS AFTER FAT. FAT REPORT SHALL BE SUBMITTED IN ENGLISH. THE FIRST ARTICLE TEST REPORT WILL BE SENT ELECTRONICALLY TO: DLAHSVPOSTAWARDTEAM@DLA.MIL. THE GOVERNMENT HAS 45 DAYS TO APPROVE/DISAPPROVE THE TEST REPORT. (End of narrative F001)				

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SPRRA226R0003 INCORPORATES THE FOLLOWING SUBSUMABLE SPRRA224D0011 CLAUSES / PROVISIONS. (SOLICITATION INCLUDES MANDATED CLAUSES, PROVISIONS, AND/OR NARRATIVES).

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES
252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL
252.203-7004 DISPLAY OF HOTLINE POSTERS
252.204-7000 DISCLOSURE OF INFORMATION
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
252.204-7006 BILLING INSTRUCTIONS--COST VOUCHERS
252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION
252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS
252.215-7009 PROPOSAL ADEQUACY CHECKLIST
252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC
252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC
252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)
252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD
252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013 DUTY-FREE ENTRY
252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7041 CORRESPONDENCE IN ENGLISH
252.225-7048 EXPORT-CONTROLLED ITEMS
252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS
252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-7013 RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.231-7000 SUPPLEMENTAL COST PRINCIPLES
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS
252.232-7010 LEVIES ON CONTRACT PAYMENTS
252.242-7005 CONTRACTOR BUSINESS SYSTEMS
252.243-7001 PRICING OF CONTRACT MODIFICATIONS
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT
252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES
252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION ALTERNATE I
252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008 SOURCES OF ELECTRONIC PARTS
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA--BASIC
252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
52.202-1 DEFINITIONS
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
52.203-3 GRATUITIES
52.203-5 COVENANT AGAINST CONTINGENT FEES

Name of Offeror or Contractor:

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7 ANTI-KICKBACK PROCEDURES
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7 SYSTEM FOR AWARD MANAGEMENT
52.209-1 QUALIFICATION REQUIREMENTS
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING ALTERNATE I
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.210-1 MARKET RESEARCH
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.211-17 DELIVERY OF EXCESS QUANTITIES
52.211-5 MATERIAL REQUIREMENTS
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS
52.215-14 INTEGRITY OF UNIT PRICES ALTERNATE I
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES
52.215-2 AUDIT AND RECORDS--NEGOTIATIONS
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES
52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.216-18 ORDERING
52.216-19 ORDER LIMITATIONS
52.216-21 REQUIREMENTS
52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES ar52.222-21 PROHIBITION OF SEGREGATED FACILITIES
52.222-26 EQUAL OPPORTUNITY
52.222-3 CONVICT LABOR
52.222-35 EQUAL OPPORTUNITY FOR VETERANS
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
52.222-37 EMPLOYMENT REPORTS ON VETERANS
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50 COMBATING TRAFFICKING IN PERSONS
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-7 DRUG-FREE WORKPLACE
52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.227-1 AUTHORIZATION AND CONSENT
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3 FEDERAL, STATE, AND LOCAL TAXES
52.230-2 COST ACCOUNTING STANDARDS
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1 PAYMENTS
52.232-11 EXTRAS
52.232-16 PROGRESS PAYMENTS
52.232-17 INTEREST

52.232-23 ASSIGNMENT OF CLAIMS
52.232-25 PROMPT PAYMENT
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.232-8 DISCOUNTS FOR PROMPT PAYMENT
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS
52.233-1 DISPUTES
52.233-3 PROTEST AFTER AWARD
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13 BANKRUPTCY
52.242-15 STOP-WORK ORDER
52.242-17 GOVERNMENT DELAY OF WORK
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.243-1 CHANGES--FIXED PRICE
52.244-5 COMPETITION IN SUBCONTRACTING
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
52.246-16 RESPONSIBILITY FOR SUPPLIES
52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-23 LIMITATION OF LIABILITY
52.246-26 REPORTING NONCONFORMING ITEMS
52.247-29 F.O.B. ORIGIN
52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY
52.247-34 F.O.B. DESTINATION
52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
52.247-59 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS
52.248-1 VALUE ENGINEERING
52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.252-2 CLAUSES INCORPORATED BY REFERENCE
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1 COMPUTER GENERATED FORMS

*** END OF NARRATIVE C0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ANSI/ISO/ASQ 9001:2015, AS 9100 OR EQUIVALENT, TAILORING: ALL PARAGRAPHS UNDER 8.3 (DESIGN AND DEVELOPMENT OF PRODUCTS AND SERVICES) DO NOT APPLY
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

THIS DOCUMENTS INCORPORATES ONE OR MORE PROVISIONS BY REFERENCE, WITH THE SAME FORCE AND EFFECTS AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A PROVISION MAY BE ACCESSED ELECTRONICALLY AT THESE ADDRESSES:

FOR FAR CLAUSES: WWW.ACQUISITION.GOV/

FOR DFARS CLAUSES: WWW.ACQ.OSD.MIL/DPAP/DARS/DFARSPGI/CURRENT/INDEX.HTML

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.247-29	F.O.B. ORIGIN	FEB/2006
F-3	52.247-34	F.O.B. DESTINATION (JAN 1991)	FEB/2006
F-4	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-5	52.211-8	TIME OF DELIVERY	JUN/1997

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER CONTRACT AWARD
CLIN 1001AA	3 EA	630 DAYS WITHOUT FAT; 990 DAYS WITH FAT
CLIN 1002AB	2 EA	720 DAYS WITHOUT FAT; 1080 DAYS WITH FAT
CLIN 1003AA	14 EA	720 DAYS WITHOUT FAT; 1080 DAYS WITH FAT

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

OFFERORS PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
____	____	____
____	____	____
____	____	____

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

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

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

(End of Clause)

F-6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)	JAN/2023

Name of Offeror or Contractor:

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an

item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__N/A_____	N/A_____
__N/A_____	N/A_____
__N/A_____	N/A_____

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__N/A_____	N/A_____
__N/A_____	N/A_____
__N/A_____	N/A_____

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in
Attachment Number N/A.

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) Definitions. As used in this clause

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

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

Local processing office (LPO) is the office responsible for payment certification when payment certification is done 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.

THE CONTRACTOR IS ENCOURAGED TO USE THE COMBINATION INVOICE AND RECEIVING REPORT (COMBO) FOR SUBMITTING INVOICE FOR SUPPLIES. THIS ELIMINATES THE NEED TO SEPERATELY PROCESS A RECEIVING REPORT AND INVOICE.

(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.

INVOICE 2IN1 (FOR 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.

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

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

when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

(g) WAWF point of contact.

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

TO BE DETERMINED AT THE TIME OF AWARD.

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. CONTRACTOR INITIATED ENGINEERING CHANGE PROPOSALS (ECPS), VALUE ENGINEERING CHANGE PROPOSALS (VECPS), AND REQUEST FOR VARIANCE (RFVS), COLLECTIVELY REFERRED TO AS "PROPOSALS", SHALL BE PREPARED, SUBMITTED AND DISTRIBUTED IN ACCORDANCE WITH PARAGRAPHS 2, 3 AND 4 BELOW EXCEPT AS SPECIFIED IN PARAGRAPH 5 BELOW.

2. FORMAT.

A. CLASS I ECPS REQUIRE THE "LONG FORM PROCEDURE" FOR DOCUMENTING THE CHANGE AND DESCRIBING THE EFFECTS OF THE CHANGE ON THE SUITABILITY AND SUPPORTABILITY OF THE CONFIGURATION ITEM (CI). CLASS I ECPS SHOULD BE LIMITED TO THOSE THAT ARE NECESSARY OR OFFER SIGNIFICANT BENEFIT TO THE GOVERNMENT. CLASS I ECPS ARE THOSE THAT AFFECT THE PERFORMANCE, RELIABILITY, MAINTAINABILITY, SURVIVABILITY, WEIGHT, BALANCE, MOMENT OF INERTIA, INTERFACE CHARACTERISTICS, ELECTROMAGNETIC CHARACTERISTICS, OR OTHER TECHNICAL REQUIREMENTS IN THE SPECIFICATIONS AND DRAWINGS. CLASS I ECPS ALSO INCLUDE THOSE CHANGES THAT AFFECT GOVERNMENT FURNISHED EQUIPMENT, SAFETY, COMPATIBILITY, RETROFIT, OPERATION AND MAINTENANCE MANUALS, INTERCHANGEABILITY, SUBSTITUTABILITY, REPLACEABILITY, SOURCE CONTROL SPECIFICATIONS AND DRAWINGS, COSTS, GUARANTEES OR WARRANTIES, DELIVERIES, OR SCHEDULES. CLASS II ECPS ARE THOSE THAT DO NOT AFFECT FORM, FIT AND FUNCTION, COST, OR SCHEDULE OF THE SYSTEM CI AND DO NOT MEET THE OTHER CRITERIA DESCRIBED ABOVE FOR CLASS I ECPS.

B. LONG FORM PROCEDURE: CLASS I CHANGES TO THE CI REQUIRE THAT DD FORM 1692, PAGES 1 THROUGH 7 (AS APPLICABLE), BE PREPARED. USE OF THIS PROCEDURE ASSURES THAT ALL EFFECTS OF THE CHANGE ON THE CI ARE PROPERLY ADDRESSED AND DOCUMENTED TO THE NECESSARY DETAIL TO ALLOW PROPER EVALUATION OF THE PROPOSED CHANGE.

C. SHORT FORM PROCEDURE: ECPS AND VECPS, WHICH MEET THE REQUIREMENTS OF CLASS II ECPS, SHALL BE PREPARED USING DD FORM 1692 (PAGE 1 ONLY). SUPPLEMENTAL PAGES MAY BE USED WITH THE FORM AS NECESSARY. THE RESPONSIBLE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) CONTRACT MANAGEMENT OFFICE (CMO) WILL VALIDATE DATA ENTRIES IN BLOCK 5 "CLASS OF ECP", BLOCK 6 "PRIORITY", AND BLOCK 8 "JUSTIFICATION CODES."

D. THE CONTRACTOR SHALL NOT MANUFACTURE ITEMS FOR ACCEPTANCE BY THE GOVERNMENT THAT INCORPORATE A KNOWN DEPARTURE FROM REQUIREMENTS, UNLESS THE GOVERNMENT HAS APPROVED AN RFV. RFVS SHALL BE PREPARED USING DD FORM 1694.

E. EACH ECP AND RFV SHALL BE ACCOMPANIED BY A WRITTEN AND SIGNED EVALUATION PREPARED BY THE RESPONSIBLE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) TECHNICAL REPRESENTATIVE. THE DCMA WRITTEN EVALUATION SHALL BE CONSIDERED PART OF THE ECP/RFV PROPOSAL.

F. CLASSIFICATION OF RFVS.

(1) MAJOR RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS MAJOR WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION INVOLVING HEALTH; PERFORMANCE; INTERCHANGEABILITY; RELIABILITY; SURVIVABILITY; MAINTAINABILITY; EFFECTIVE USE OR OPERATION; WEIGHT; APPEARANCE (WHEN A FACTOR); OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS MAJOR IN THE CONTRACTUAL DOCUMENTATION.

(2) CRITICAL RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS CRITICAL WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION INVOLVING SAFETY OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS CRITICAL IN THE CONTRACTUAL DOCUMENTATION.

(3) MINOR RFVS. RFVS WRITTEN AGAINST CIS SHALL BE DESIGNATED AS MINOR WHEN THE RFV CONSISTS OF ACCEPTANCE OF AN ITEM HAVING A NONCONFORMANCE WITH CONTRACT OR CONFIGURATION DOCUMENTATION WHICH DOES NOT INVOLVE ANY OF THE FACTORS LISTED ABOVE IN PARAGRAPHS F(1) OR G(2), OR WHEN THERE IS A DEPARTURE FROM A REQUIREMENT CLASSIFIED AS MINOR IN THE CONTRACTUAL DOCUMENTATION.

G. PROPOSALS SHALL INCLUDE SUFFICIENT TECHNICAL DATA TO DESCRIBE ALL CHANGES FROM EXISTING CONTRACT REQUIREMENTS.

H. PROPOSALS SHALL INCLUDE SUFFICIENT JUSTIFICATION FOR MAKING THE CHANGE, INCLUDING A STATEMENT OF CONTRACT IMPACT, IF THE CHANGE IS NOT AUTHORIZED.

I. PROPOSALS FOR ECPS SHALL SET FORTH A "NOT TO EXCEED" PRICE AND DELIVERY ADJUSTMENT ACCEPTABLE TO THE CONTRACTOR IF THE GOVERNMENT SUBSEQUENTLY APPROVES THE PROPOSAL. IF APPROVED, THE EQUITABLE INCREASE SHALL NOT EXCEED THIS AMOUNT.

J. TIMES ALLOWED FOR TECHNICAL DECISIONS FOR ECP AND RFV PROPOSALS WILL BE WORKED OUT VIA MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE GOVERNMENT.

K. PROPOSALS FOR VECPS SHALL SET FORTH A "NOT LESS THAN" PRICE AND DELIVERY ADJUSTMENT ACCEPTABLE TO THE CONTRACTOR IF THE GOVERNMENT SUBSEQUENTLY APPROVES THE PROPOSAL. IF APPROVED, THE SAVINGS SHALL NOT BE LESS THAN THIS AMOUNT.

L. THE CONTRACTOR SHALL UTILIZE DD FORM 2617, "ENGINEERING RELEASE RECORD" (ERR) TO RELEASE NEW OR REVISED CONFIGURATION DOCUMENTATION TO THE GOVERNMENT FOR APPROVAL.

M. THE CONTRACTOR SHALL UTILIZE DD FORM 1695, "NOTICE OF REVISION" (NOR) TO DESCRIBE THE EXACT CHANGE(S) TO CONFIGURATION

DOCUMENTATION SPECIFIED AS A DATA REQUIREMENT IN THE CONTRACT. THE CONTRACTOR SHALL DESCRIBE THE CHANGE USING SUB-SECTIONS ENTITLED "WAS" TO DESCRIBE THE CURRENT CONTRACTUAL TECHNICAL REQUIREMENT AND "IS" TO DESCRIBE THE PROPOSED NEW REQUIREMENT.

3. SUBMITTAL. THE PREFERRED METHOD OF SUBMITTAL IS DIGITALLY AS A SINGLE FILE IN ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). UNLESS OTHERWISE SPECIFIED, ALTERNATE METHODS OF SUBMITTAL SHALL BE PROPOSED TO AND AUTHORIZED BY THE PCO PRIOR TO SUBMITTAL. IF THE HARDCOPY METHOD IS REQUESTED AND APPROVED, THE CONTRACTOR SHALL SUBMIT TWO (2) COPIES OF EACH PROPOSAL TO THE RESPONSIBLE ADMINISTRATIVE CONTRACTING OFFICER (ACO). ONE (1) COPY OF EACH PROPOSAL SHALL BE RETURNED TO THE CONTRACTOR WITHIN (5) WORKING DAYS AFTER RECEIPT BY THE ACO, STATING WHETHER OR NOT THE PROPOSAL IS IN COMPLIANCE WITH THIS PROVISION. ANY UNRESOLVED DIFFERENCES BETWEEN THE ACO AND THE CONTRACTOR CONCERNING ECPS, VECPS, OR RFVS WILL BE SUBMITTED TO THE PCO FOR RESOLUTION.

4. DISTRIBUTION.

A. ELECTRONIC DISTRIBUTION. THE PREFERRED METHOD OF DISTRIBUTION FOR UNCLASSIFIED IS THROUGH THE EMAIL OR DOD SAFE SITE (HTTPS://SAFE.APPS.MIL) ADDRESSED TO THE PCO. CLASSIFIED MATERIAL SHALL BE DISTRIBUTED VIA SIPERNET OR BY CLASSIFIED EMAIL AS DETERMINED BY THE PCO. MICROSOFT WORD IS REQUIRED FOR USE WITH THE TRANSMITTAL LETTER (E-MAIL). REQUIRED FORMS WILL BE ATTACHED TO THE E-MAIL. ALL FORMS MAY BE OBTAINED FROM THE OFFICE OF THE SECRETARY OF DEFENSE EXECUTIVE SERVICES DIRECTORATE DOD DIRECTIVES DIVISION WEBSITE (HTTP://WWW.ESD.WHS.MIL/DD/) VIA THE DOD FORMS MENU. THE FORMS ARE PROVIDED IN FILLABLE ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). IN ORDER TO ACCESS AND USE THE FORMS, THE USER MUST HAVE THE "ADOBE ACROBAT" SOFTWARE INSTALLED ON THEIR COMPUTER. DRAWINGS MAY BE SCANNED AND SENT AS AN ATTACHMENT. IN SOME CASES, BECAUSE OF SIZE, DRAWINGS MAY HAVE TO BE SENT AS HARD COPIES OR SENT UNDER SPECIAL ELECTRONIC INSTRUCTIONS PROVIDED BY THE PCO.

5. ALTERNATE FORMAT, SUBMITTAL OR DISTRIBUTION PROCESS. PROPOSALS MAY BE PREPARED IN A DIFFERENT FORMAT, SUBMITTED USING A DIFFERENT SUBMITTAL PROCESS OR DISTRIBUTED IN A DIFFERENT MANNER THAN SPECIFIED IN PARAGRAPHS 2, 3 AND 4 ABOVE, SO LONG AS THE ALTERNATE APPROACH IS IN ACCORDANCE WITH A GOVERNMENT APPROVED CONFIGURATION MANAGEMENT PLAN GOVERNED BY THIS CONTRACT OR THE PCO AUTHORIZES THE ALTERNATE FORMAT, SUBMITTAL, OR DISTRIBUTION PROCESS.

6. GOVERNMENT ACCEPTANCE. ACCEPTANCE OF A PROPOSAL BY THE GOVERNMENT SHALL BE AFFECTED BY THE ISSUANCE OF A CHANGE ORDER OR EXECUTION OF A SUPPLEMENTAL AGREEMENT INCORPORATING THE PROPOSAL INTO THE CONTRACT UNLESS THE PCO AUTHORIZES ANOTHER METHOD OF ACCEPTANCE. THE GOVERNMENT WILL NOTIFY THE CONTRACTOR IN WRITING IF A PROPOSAL IS DETERMINED TO BE UNACCEPTABLE.

H-2. REVISIONS TO DRAWINGS/PART NUMBERS REQUIREMENT

(A) SOURCES IN RECEIPT OF THIS SOLICITATION ARE REQUESTED, AT NO COST TO THE GOVERNMENT, TO IMMEDIATELY NOTIFY THE CONTRACTING OFFICER IF THEY ARE AWARE OF ANY CHANGE(S)/REVISION(S) TO THE DRAWING(S) OR PART NUMBER(S) IN THIS SOLICITATION WHICH HAVE BEEN APPROVED BY THE GOVERNMENT FOR IMPLEMENTATION. NOTIFICATION OF PART NUMBER CHANGES SHALL BE SUPPORTED BY DATA WHICH INDICATES THE TYPE OF CHANGE, APPROVING AUTHORITY AS REQUIRED BY ANSI EIA 649 MIL-STD-973 AND DATE AND METHOD OF SUBMITTAL OF PROVISIONING DOCUMENTATION AND DRAWINGS. IF COMPLETE DATA PACKAGE HAS NOT BEEN PREVIOUSLY PROVIDED, THE CONTRACTOR SHALL, AT NO DIRECT COST TO THE GOVERNMENT, IMMEDIATELY SUBMIT APPLICABLE DRAWINGS, ALONG WITH A COPY OF THE APPROVAL CHANGE AUTHORITY, TO THE CONTRACTING OFFICER, AT THE OFFICE SYMBOL AND MAILING ADDRESS LISTED IN THE "ISSUED BY" BLOCK ON PAGE ONE (1) OF THIS DOCUMENT. THE MINIMUM ACCEPTABLE DATA INCLUDES THE NEXT HIGHER ASSEMBLY AND THE ITEM OF SUPPLY DETAIL DRAWINGS WHICH WILL ALLOW PROVISIONING, NATIONAL STOCK NUMBER ASSIGNMENT AND UPDATING OF AMCOM'S DATA RECORDS.

(B) THE CONTRACTOR HEREBY VERIFIES PREVIOUS CONTRACTUAL SUBMISSION OF TECHNICAL DATA: CONTRACT NO.:

CONTRACTOR:

EXPLANATION OF DATA RIGHTS:

(C) THE GOVERNMENT IS NOT BY THIS REQUEST SOLICITING, NOR IS THE GOVERNMENT LIABLE FOR COST INCURRED BY THE OFFEROR IN PREPARING OR DEVELOPING MODIFICATIONS, DEVIATIONS, WAIVERS, OR OTHER CHANGES TO DRAWINGS OR PART NUMBER(S). FURTHERMORE, THIS REQUEST DOES NOT AUTHORIZE CHANGES TO THE DRAWING(S) OR PART NUMBER(S) FOR THIS ACQUISITION, ANOTHER CONTRACT, OR FOR ANY OTHER PURPOSE. OFFERORS PERFORMING ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION MUST COMPLY WITH THE DRAWING(S) AND SPECIFICATIONS AS SET FORTH HEREIN, UNLESS THIS SOLICITATION IS AMENDED OR ANY RESULTING CONTRACT IS MODIFIED BY THE CONTRACTING OFFICER.

(D) ALL PROPOSED PART NUMBER CHANGES SHALL BE SUBMITTED PURSUANT TO THE REQUIREMENTS OF THE REQUIREMENT ENTITLED, " ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

H-3. WOOD PACKING MATERIALS REQUIREMENTS

A. WOOD PACKAGING MATERIAL (WPM) MEANS WOOD PALLETS, SKIDS, LOAD BOARDS, PALLET COLLARS, WOODEN BOXES, REELS, DUNNAGE, CRATES, FRAME AND

CLEATS. THE DEFINITION EXCLUDES MATERIALS THAT HAVE UNDERGONE A MANUFACTURING PROCESS, SUCH AS CORRUGATED FIBERBOARD, PLYWOOD, PARTICLEBOARD, VENEER, AND ORIENTED STRAND BOARD (OSD).

B. ALL WOOD PACKAGING MATERIAL (WPM)) ACQUIRED BY DOD MUST MEET REQUIREMENTS OF INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM) 15, "GUIDELINES FOR REGULATING WOOD PACKAGING MATERIALS INTERNATIONAL TRADE." DOD SHIPMENTS INSIDE AND OUTSIDE OF THE UNITED STATES MUST MEET ISPM 15 WHENEVER WPM IS USED TO SHIP DOD CARGO.

(1) ALL WPM SHALL COMPLY WITH THE OFFICIAL QUALITY CONTROL PROGRAM FOR HEAT TREATMENT (HT) OR KILN DRIED HEAT TREATMENT (KD HT) IN ACCORDANCE WITH AMERICAN LUMBER STANDARD COMMITTEE, INCORPORATED (ALSC) WOOD PACKAGING MATERIAL PROGRAM AND WPM ENFORCEMENT REGULATIONS (SEE HTTP://WWW.ALSC.ORG/).

(2) ALL WPM SHALL INCLUDE CERTIFICATION/QUALITY MARKINGS IN ACCORDANCE WITH THE ALSC STANDARD. MARKING SHALL BE PLACED IN AN UNOBSTRUCTED AREA THAT WILL BE READILY VISIBLE TO INSPECTORS. PALLET MARKINGS SHALL BE APPLIED TO THE STRINGER OR BLOCK ON DIAGONALLY OPPOSITE SIDES OF THE PALLET AND BE CONTRASTING AND CLEARLY VISIBLE. ALL CONTAINERS SHALL BE MARKED ON A SIDE OTHER THAN THE TOP OR BOTTOM, CONTRASTING AND CLEARLY VISIBLE. ALL DUNNAGE USED IN CONFIGURING AND/OR SECURING THE LOAD SHALL ALSO COMPLY WITH ISPM 15 AND BE MARKED WITH AN ALSC APPROVED DUNNAGE STAMP.

C. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS RESTRICTION MAY RESULT IN REFUSAL, DESTRUCTION, OR TREATMENT AT ENTRY. THE AGENCY RESERVES THE RIGHT TO RECOUP FROM THE CONTRACTOR ANY REMEDIATION COSTS INCURRED BY THE GOVERNMENT.

D. REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL
IF PACKAGING REQUIREMENTS OF THIS CONTRACT SPECIFY THE USE OF WOOD PRODUCTS AND A PRESERVATIVE IS REQUIRED, PENTACHLOROPHENOL, COMMONLY REFERRED TO AS "PENTA" OR "PCP" IS PROHIBITED. REPLACEMENT PRESERVATIVES ARE 2 PERCENT COPPER NAPHTHENATE, 3 PERCENT ZINC NAPHTHENATE OR 1.8 PERCENT COPPER 8 QUINOLINOLATE.

(1) HEAT TREATMENT: BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON- MANUFACTURED WOOD SHALL BE HEAT-TREATED. ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT.

(2) MARKING: EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS: ON TWO SIDES OF THE PALLET. FOREIGN MANUFACTURERS SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PROCESS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S COMPLIANCE PROGRAM. IN ADDITION, WOOD USED AS DUNNAGE FOR BLOCKING AND BRACING SHALL BE ORDERED WITH ALSC CERTIFIED MARKING FOR DUNNAGE OR THE MARKINGS MAY BE APPLIED LOCALLY AT TWO FOOT INTERVALS.

H-4. ELECTRONIC FABRICATION: REQUIREMENTS FOR ELECTRICAL AND ELECTRONIC ASSEMBLIES

1. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN ANY PART OF THIS CONTRACT TO THE CONTRARY, THE MINIMUM REQUIREMENTS/STANDARDS FOR SOLDERING ELECTRICAL AND ELECTRONIC ASSEMBLIES SHALL BE THE NON-MILITARY JOINT INDUSTRY STANDARD, ANSI/J-STD-001, CLASS 3. THE REVISION OF ANSI/J-STD- 001 IN EFFECT ON THE EFFECTIVE DATE OF THE CONTRACT SHALL GOVERN THE HARDWARE PRODUCED HEREUNDER. A COPY OF ANSI/J-STD-001 MAY BE OBTAINED FROM THE INSTITUTE FOR INTERCONNECTING AND PACKAGING ELECTRONIC CIRCUITS (IPC), 3000 LAKESIDE DRIVE, 105N, BANNOCKBURN, IL, 60015, HTTPS://WWW.IPC.ORG .

2. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN AN ELECTRONIC/ELECTRICAL PARTS CONTROL PROGRAM AND SHALL MAINTAIN AND MAKE AVAILABLE TO THE GOVERNMENT RECORDS AND DATA WHICH WILL PROVIDE VISIBILITY AND TRACEABILITY OF ALL PARTS USED IN THE PRODUCTION OF THE EQUIPMENT UNDER THIS CONTRACT. THIS SELECTION OF PARTS SHALL NOT BE CONSTRUED TO RELIEVE THE CONTRACTOR OF MEETING SPECIFIED PERFORMANCE OF THE END ITEM IN WHICH THE PART IS USED.

3. THE TECHNICAL DATA PACKAGE (TDP) SHALL SERVE AS THE BASELINE PROGRAM PARTS SELECTION LIST (PPSL) AND THE PARTS AND SOURCES LISTED THEREIN ARE THE STANDARD PARTS AND SOURCES. A NON- STANDARD PART IS DEFINED AS A PART OR SOURCE OTHER THAN THAT CITED IN THE PPSL. WHEN THE CONTRACTOR DESIRES TO USE A PART OR SOURCE OTHER THAN THOSE CITED IN THE PPSL, THE CHANGE MUST BE APPROVED BY THE GOVERNMENT VIA A REQUEST FOR DEVIATION (RFD) AS DEFINED ELSEWHERE IN THIS CONTRACT. FAILURE ON THE PART OF THE CONTRACTOR TO SUBMIT SUCH RFDS MAY RESULT IN THE REPLACEMENT OF THE NONSTANDARD PART WITH THE STANDARD PART BY THE GOVERNMENT AT THE CONTRACTORS EXPENSE FOR ALL AFFECTED ITEMS.

4. THE CONTRACTOR SHALL PROVIDE OBJECTIVE EVIDENCE SUCH AS FORM, FIT, FUNCTION, AND INTERCHANGEABILITY DATA THAT SHOWS THE PROPOSED PART COMPLIES WITH THE REQUIREMENTS OF APPLICABLE PARTS DOCUMENTATION. THE RFD SHALL DETAIL THE TECHNICAL JUSTIFICATION FOR THE USE OF THE PART AND ADVANTAGES OF THE NONSTANDARD PART, IF ANY. COMPARE THE NONSTANDARD PART TO THE STANDARD PART WHOSE CHARACTERISTICS ARE NEAREST TO THOSE REQUIRED FOR THE APPLICATION. INCLUDE, WHEN APPLICABLE:

A. PART NUMBER AND SOURCE
B. SIZE AND WEIGHT DATA.
C. ELECTRICAL AND MECHANICAL CHARACTERISTICS
D. RELIABILITY (WITH DATA IF REQUESTED)
E. AVAILABILITY OF THE STANDARD PART (DELIVERY SCHEDULES, STILL AVAILABLE ETC.)
F. SUPPLEMENTAL DATA SUCH AS EXISTING CONTROL DRAWINGS, SPECIFICATIONS, VENDOR DATA SHEETS, AND OTHER PERTINENT DATA. DATA NEED NOT

BE FURNISHED FOR NONSTANDARD PARTS COVERED BY DOCUMENTS LISTED IN THE DEPARTMENT OF DEFENSE INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) OR STANDARDIZED MILITARY DRAWINGS (SMD).

5. THE CONTRACTOR SHALL MAINTAIN A LEAD FREE CONTROL PLAN (LFCP) AND MAKE AVAILABLE TO THE GOVERNMENT UPON REQUEST. THE REQUIREMENT FOR A LEAD FREE CONTROL PLAN SHALL BE FLOWED DOWN TO SUPPLIERS OF EQUIPMENT THAT MAY INCLUDE LEAD-FREE MATERIALS. THE LFCP SHALL FOLLOW THE GUIDELINES SET FORTH IN GEIA-STD-0005-1, "PERFORMANCE STANDARD FOR AEROSPACE AND HIGH PERFORMANCE ELECTRONIC SYSTEMS CONTAINING LEAD-FREE SOLDER" OR ITS EQUIVALENT. IN ADDITION, THE LFCP SHALL ALSO INCLUDE TIN WHISKER MITIGATION PLANS IN ACCORDANCE WITH GEIA-STD-0005-2, "STANDARD FOR MITIGATING THE EFFECTS OF TIN WHISKERS IN AEROSPACE AND HIGH PERFORMANCE ELECTRONIC SYSTEMS" OR ITS EQUIVALENT, AT CONTROL LEVEL 2C OR EQUIVALENT. THE CONTRACTOR SHOULD INCLUDE IN THE LFCP ANY SPECIAL DESIGN CONSIDERATIONS, MANUFACTURING PROCESS CONTROLS, TEST AND QUALIFICATION REQUIREMENTS, QUALITY INSPECTION AND SCREENING, MARKING AND IDENTIFICATION, MAINTENANCE AND REPAIR PROCESSES, AND OTHER STEPS TAKEN TO MITIGATE RISK.

6. THE CONTRACTOR SHALL PREPARE, OR UPDATE EXISTING, COUNTERFEIT RISK MANAGEMENT PLAN AND MAKE AVAILABLE TO THE GOVERNMENT UPON REQUEST. THE PLAN SHALL MEET THE REQUIREMENTS OF SAE AS5553 FOR ELECTRONIC ITEMS. THE CONTRACTOR SHALL PROCURE PARTS FROM ORIGINAL MANUFACTURERS OR THE ORIGINAL MANUFACTURERS FRANCHISED DISTRIBUTORS. CONTRACTORS SHALL REPORT COUNTERFEITS AND SUSPECTED COUNTERFEITS TO THE GOVERNMENT AND IN THE GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP), IN ACCORDANCE WITH THE GIDEP OPERATIONS MANUAL, SO300-BT-PRO-010.

H-5. REQUEST FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(A) THE REQUIREMENT FOR FIRST ARTICLE APPROVAL MAY BE WAIVED, IN WHOLE OR IN PART, BY THE GOVERNMENT, PROVIDED THAT SUFFICIENT INFORMATION IS PROVIDED TO DETERMINE WHETHER THE REQUEST IS TO BE APPROVED. A PARTIAL WAIVER IS DEFINED AS A WAIVER OF ONLY A SPECIFIC TEST(S) OF THE FIRST ARTICLE TEST REQUIREMENT AS REQUIRED BY THE TECHNICAL DATA PACKAGE (TDP) AND/OR THE SOLICITATION/CONTRACT, I.E., VIBRATION TEST, SALTWATER SPRAY TEST, OR A TEST ON A COMPONENT OR SUBASSEMBLY OF THE PROCURED ITEM. A FULL WAIVER IS DEFINED AS A WAIVER OF ALL FIRST ARTICLE TESTING AS REQUIRED BY THE TDP AND/OR THE SOLICITATION/CONTRACT.

(B) ALL WAIVER REQUESTS REQUIRE A FIRST ARTICLE WAIVER WORKSHEET TO BE COMPLETED AND SUBMITTED TO THE GOVERNMENT ALONG WITH ALL SUPPORTING DOCUMENTATION. THE WORKSHEET WILL BE PROVIDED BY THE BUYER UPON REQUEST. NO REQUESTS WILL BE CONSIDERED IF THE WORKSHEET AND SUPPORTING DOCUMENTATION ARE NOT SUBMITTED TO THE GOVERNMENT. THE WORKSHEET MUST BE COMPLETED IN ITS ENTIRETY. FOR THOSE SECTIONS OF THE WORKSHEET WHICH DO NOT APPLY, ANNOTATE WITH N/A (NOT APPLICABLE). TO SUBSTANTIATE OR CLARIFY INFORMATION PROVIDED, THE GOVERNMENT MAY REQUEST ADDITIONAL INFORMATION.

(C) SUBMISSION OF THE FAT WAIVER REQUEST (AND SUPPORTING DOCUMENTATION) TO THE GOVERNMENT DOES NOT GUARANTEE THAT THE WAIVER WILL BE GRANTED.

(D) THE FIRST ARTICLE WAIVER WORKSHEET AND ADDITIONAL SUPPORTING DOCUMENTATION MUST BE SUBMITTED ON COMPANY LETTERHEAD AND SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY.

(E) SUPPORTING DOCUMENTATION.

(1) THE REQUEST FOR WAIVER MUST BE ACCOMPANIED BY THE FIRST ARTICLE WAIVER WORKSHEET, AND DOCUMENTATION IN SUPPORT OF THE REQUEST. THE DOCUMENTATION MAY INCLUDE, BUT IS NOT LIMITED TO:

(I) COPY OF THE ADMINISTRATIVE CONTRACTING OFFICERS (ACOS) OR PROCURING CONTRACTING OFFICERS (PCOS) LETTER APPROVING A FIRST ARTICLE TEST REPORT ON A RECENT CONTRACT FOR THE SAME OR SIMILAR ITEM;

(II) COPY OF A FIRST ARTICLE TEST REPORT FOR THE SAME OR A SIMILAR ITEM AS THAT SOLICITED HEREIN;

(III) COPY OF AN ACO OR PCO LETTER APPROVING A PRIOR WAIVER REQUEST; OR

(IV) IF THE WAIVER REQUEST IS BASED ON SIMILARITY, A COPY OF THE DRAWING/OTHER APPROPRIATE TECHNICAL REQUIREMENTS OF THE SIMILAR ITEM.

(2) IF A COPY OF A FIRST ARTICLE TEST REPORT IS SUBMITTED IN SUPPORT OF A REQUEST FOR WAIVER, THE TEST REPORT MUST HAVE BEEN APPROVED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE UNITED STATES GOVERNMENT.

(3) THE FIRST ARTICLE WAIVER WORKSHEET AND ALL SUPPORTING DOCUMENTATION SHOULD BE SUBMITTED BY EMAIL. IF THE FIRST ARTICLE WAIVER WORKSHEET AND SUPPORTING DOCUMENTATION CANNOT BE TRANSMITTED BY EMAIL, THE PCO SHOULD BE CONTACTED FOR FURTHER INSTRUCTION.

(F) NOTE: IF A WAIVER IS GRANTED, AN ACCELERATED DELIVERY SCHEDULE WILL APPLY.

(G) NOTE: COST CONSIDERATIONS SHALL APPLY FOR APPROVING A WAIVER OR A PORTION THEREOF OF A FIRST ARTICLE TEST.

H-6. FIRST ARTICLE TEST - CONTRACTOR TESTED - ADDITIONAL REQUIREMENTS

A. THE FIRST ARTICLE SHALL BE INSPECTED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT. THE FIRST ARTICLE SHALL BE REPRESENTATIVE OF ITEMS TO BE MANUFACTURED USING THE SAME PROCESSES AND PROCEDURES AND AT THE SAME FACILITY AS CONTRACT PRODUCTION. ALL PARTS AND MATERIALS, INCLUDING PACKAGING AND PACKING, SHALL BE OBTAINED FROM THE SAME SOURCE OF SUPPLY AS WILL BE USED

DURING REGULAR PRODUCTION. ALL COMPONENTS, SUBASSEMBLIES, AND ASSEMBLIES IN THE FIRST ARTICLE SAMPLE SHALL HAVE BEEN PRODUCED BY THE CONTRACTOR (INCLUDING SUBCONTRACTORS) USING THE TECHNICAL DATA PACKAGE APPLICABLE TO THIS PROCUREMENT. IF APPLICABLE, THE CONTRACTOR OR ITS SUBCONTRACTOR SHALL PRODUCE OR DEMONSTRATE PROOF THAT ANY FIXTURES, TOOL MASTERS, JIGS, OR SIMILAR DEVICES USED IN THE INSPECTION AND/OR TESTING OF THE FIRST ARTICLE HAVE BEEN SUBJECTED TO AN INITIAL INSPECTION, OR OTHER SUITABLE MEANS SUPPORTING THEIR ACCURACY, BEFORE BEING USED IN THE MANUFACTURING/PRODUCTION PROCESS.

B. AT A MINIMUM, FIRST ARTICLE INSPECTION AND TEST SHALL INCLUDE:

(1) A 100% INSPECTION (OR AS SET FORTH IN RELEVANT SPECIFICATIONS) OF ALL PHYSICAL AND FUNCTIONAL CHARACTERISTICS, TO INCLUDE BUT NOT LIMITED TO, ANY DRAWINGS, AS WELL AS ANY OTHER REQUIREMENTS WHICH MAY BE SET FORTH BY OTHER APPLICABLE SPECIFICATIONS, OR IN ANY TECHNICAL DATA PACKAGES, AND/OR ANY OTHER SPECIAL/FUNCTIONAL TESTING AS SET FORTH IN THIS CONTRACT;

(2) A REVIEW OF PARTS, COMPONENTS AND/OR ASSEMBLIES FOR COMPLIANCE TO IDENTIFICATION MARKINGS;

(3) A REVIEW OF PACKAGING FOR COMPLIANCE TO PRESERVATION, PACKAGING, PACKING, AND MARKING REQUIREMENTS;

(4) A REVIEW FOR COMPLIANCE WITHIN THE TECHNICAL DATA PACKAGE OR AS OTHERWISE STATED IN THIS CONTRACT THAT APPROVED MANUFACTURING SOURCES HAVE BEEN USED FOR SPECIAL PROCESSES, CONTROLLED PARTS, COMPONENTS, AND/OR ASSEMBLIES;

(5) THE VERIFICATION THROUGH DOCUMENTED EVIDENCE THAT ALL INSPECTION, TESTING, MEASURING AND DIAGNOSTIC EQUIPMENT USED IN THE INSPECTION/TEST OF THE FIRST ARTICLE PIECE(S) HAVE BEEN SUBJECTED

TO AN INITIAL INSPECTION, OR OTHER MEANS SUPPORTING THEIR ACCURACY, AND ARE MAINTAINED IN ACCORDANCE WITH CONTRACTUAL CALIBRATION STANDARDS.

C. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, THE CONTRACTOR SHALL NOT RETAIN THE FIRST ARTICLE PROVIDED UNDER THIS CONTRACT TO SERVE AS THE MANUFACTURING STANDARD OF ACCEPTANCE.

D. A FIRST ARTICLE TEST REPORT (FATR) SHALL BE PREPARED AND SUBMITTED IN ACCORDANCE WITH FAR 52.209-3. THE REPORT WILL INCLUDE ALL NECESSARY DOCUMENTATION TO DEMONSTRATE AND SUPPORT FULL COMPLIANCE WITH THE FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS AS SET FORTH IN THIS CONTRACT (INCLUDING SUPPLIER'S AND VENDOR'S INSPECTION RECORDS AND CERTIFICATIONS, WHEN APPLICABLE). THE FATR SHALL INCLUDE ACTUAL INSPECTION AND TEST RESULTS TO INCLUDE ALL MEASUREMENTS, RECORDED TEST DATA, AND CERTIFICATIONS (IF APPLICABLE) KEYED TO EACH DRAWING, SPECIFICATIONS AND/OR QUALITY ASSURANCE PROVISION (QAP) REQUIREMENT AND IDENTIFIED BY EACH INDIVIDUAL QAP CHARACTERISTIC, DRAWING/SPECIFICATION CHARACTERISTIC AND UNLISTED CHARACTERISTIC. THE FATR SHALL CONTAIN SUFFICIENT NARRATIVE CONTENT, TECHNICAL DATA, ILLUSTRATIONS OR PHOTOGRAPHIC EVIDENCE, AND AN OBJECTIVE DETERMINATION BY THE CONTRACTOR TO ALLOW THE DESIGNATED GOVERNMENT REPRESENTATIVE TO DETERMINE THAT THE FIRST ARTICLE TEST WAS SUCCESSFULLY COMPLETED.

E. ADDITIONAL FIRST ARTICLE TESTING MAY BE ORDERED BY THE CONTRACTING OFFICER IN WRITING WHEN (I) A MAJOR CHANGE IS MADE TO THE TECHNICAL DATA, (II) WHENEVER THERE IS A LAPSE IN PRODUCTION FOR A PERIOD IN EXCESS OF 3 YEARS, OR (III) WHENEVER A CHANGE OCCURS IN PLACE OF PERFORMANCE, MANUFACTURING LOCATIONS OR PROCESSES, MATERIAL USED, DRAWING, SPECIFICATION OR SOURCE OF SUPPLY. WHEN CONDITIONS (I), (II), OR (III) ABOVE OCCURS, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER SO THAT A DETERMINATION CAN BE MADE CONCERNING THE NEED FOR THE ADDITIONAL FIRST ARTICLE SAMPLE OR PORTION THEREOF, AND INSTRUCTIONS PROVIDED CONCERNING THE SUBMISSION, INSPECTION, AND NOTIFICATION OF RESULTS. SHOULD THE GOVERNMENT REQUIRE ADDITIONAL FIRST ARTICLE TESTING THE CONTRACTOR MAY BE ENTITLED TO AN EQUITABLE ADJUSTMENT.

H-7. CALIBRATION

THE CALIBRATION OF TEST, MEASUREMENT AND DIAGNOSTIC EQUIPMENT SHALL BE IN ACCORDANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL CONFERENCE OF STANDARDS LABORATORIES (ANSI/NCSL) Z540-3-2006 (GENERAL REQUIREMENTS FOR CALIBRATION LABORATORIES AND MEASURING AND TEST EQUIPMENT) OR ISO 10012:2003 (QUALITY ASSURANCE REQUIREMENTS FOR MEASURING EQUIPMENT). TERMINOLOGY SHALL BE AS DEFINED BY INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 8402, QUALITY MANAGEMENT AND QUALITY ASSURANCE - VOCABULARY.

H-8. IDENTIFICATION MARKING REQUIREMENTS

ITEM SHALL BE MARKED PER MIL-STD-130.
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nH-9. SOURCES ELIGIBLE FOR AWARD CONSIDERATION

(A) COMPETITION UNDER THIS SOLICITATION IS RESTRICTED TO THE FOLLOWING SOURCES:
(1) APPROVED SOURCES LISTED IN SECTION B -- SOURCES THAT HAVE BEEN APPROVED BY THE PRIME MANUFACTURER OR THE GOVERNMENT FOR SUPPLY OF

ITEM(S) LISTED IN THIS SOLICITATION, TO ASSURE THE REQUISITE SAFE, DEPENDABLE, EFFECTIVE OPERATION AND SUPPORT OF MILITARY EQUIPMENT.
(2) SOURCES THAT HAVE BEEN APPROVED PRIOR TO AWARD -- OTHER THAN APPROVED SOURCES LISTED IN SECTION B.
(3) NON-MANUFACTURERS--OFFERS FROM NON-MANUFACTURERS (DISTRIBUTORS) WILL ONLY BE CONSIDERED FOR AWARD IF THE REQUIRED ITEM(S) IS NEW MATERIAL AND HAS BEEN OR WILL BE OBTAINED FROM A SOURCE OF SUPPLY WHICH HAS BEEN APPROVED PRIOR TO AWARD. THE SOURCE AND PART NUMBER OF THE ITEM THE OFFEROR INTENDS TO SUPPLY MUST BE STATED IN THE OFFER.

(B) ONLY OFFERS SUBMITTED BY THE ABOVE SOURCES WILL BE CONSIDERED FOR AWARD UNDER THIS SOLICITATION.

(C) OFFERORS (PROSPECTIVE MANUFACTURERS OR NON-MANUFACTURERS [DISTRIBUTORS]) WHO WISH TO BECOME AN APPROVED SOURCE OF SUPPLY FOR AN ITEM LISTED IN THIS SOLICITATION SHOULD PROCEED PER THE INSTRUCTIONS SET FORTH IN PARAGRAPH (D) BELOW. IT IS NOTED THAT OFFEROR REQUESTS FOR SOURCE APPROVAL IN CONJUNCTION WITH THIS PROCUREMENT WILL NOT BE A CAUSE FOR DELAY IN THIS SOLICITATION ACTION.

HOWEVER, IF IT IS DETERMINED THAT ADDITIONAL SOURCES WILL CLEARLY BENEFIT THE GOVERNMENT AND THAT ANY DELAY INCIDENT TO THEIR APPROVAL WOULD NOT IMPACT READINESS, A REASONABLE DELAY MAY BE ENTERTAINED. WHETHER OR NOT SUCH DELAY WILL OCCUR WILL BE SOLELY AT THE DISCRETION OF THE GOVERNMENT, AND THE TIME SET FOR OPENING OF THE INVITATION FOR BIDS OR THE CLOSING DATE OF THE REQUEST FOR PROPOSALS MAY OR MAY NOT BE EXTENDED. AN EXTENSION WILL BE WITNESSED BY ISSUANCE OF AN AMENDMENT TO THIS SOLICITATION.

(D) OFFERORS (PROSPECTIVE MANUFACTURERS OR NON-MANUFACTURERS [DISTRIBUTORS]) SEEKING TO OBTAIN SOURCE APPROVAL, MUST SUBMIT A SOURCE APPROVAL REQUEST (SAR) PACKAGE, FOR REVIEW AND APPROVAL, TO THE SYSTEMS READINESS DIRECTORATE (SRD), AVIATION AND MISSILE CENTER, DEVCOM. SOURCE APPROVAL MUST BE OBTAINED PRIOR TO BEING CONSIDERED FOR CONTRACT AWARD. APPROVALS ARE MADE ON AN INDIVIDUAL PART NUMBER BASIS FOR A SPECIFIC MANUFACTURING LOCATION (CAGE). SAR INSTRUCTIONS CAN BE FOUND AT HTTPS://WWW/AVMC.ARMY.MIL/DIRECTORATES/SRD/SAR/ . QUESTIONS CONCERNING SAR SUBMISSIONS CAN BE DIRECTED TO THE SRD SAR TEAM AT USARMY.REDSTONE.DEVCOM-AVMC.MBX.AMR-M-SAR@ARMY.MIL.

(E) THE AVIATION AND MISSILE LIFECYCLE MANAGEMENT COMMAND (AMCOM) MAY REQUIRE ADDITIONAL DATA, TESTING, OR PLANT VISITS BEFORE IT IS ABLE TO COMPLETELY EVALUATE A SAR. THIS MAY REQUIRE THE OFFEROR (AT NO EXPENSE TO THE GOVERNMENT) TO SUPPLY PARTS FOR TESTING, ENGINE RUN UP, OR FLIGHT TESTS. IN THAT EVENT, THE REQUESTOR WILL BE SO ADVISED. AMCOM RESERVES THE RIGHT TO APPROVE A CONTRACTOR FOR AWARD PRIOR TO COMPLETION OF PHYSICAL TESTING OF THE OFFERED ITEM. IN SUCH CASES, THE CONTRACTOR SHALL PERFORM ANY OUTSTANDING TESTS AND PROVIDE ALL REQUIRED DOCUMENTATION AT NO COST TO THE GOVERNMENT PRIOR TO ENTERING UPON FULL PRODUCTION. LACK OF SUCCESSFUL PERFORMANCE WITHIN THE SPECIFIED TIMEFRAME SHALL BE GROUNDS FOR A NO COST TERMINATION.

(F) WHEN A SAR IS RECEIVED, IT WILL BE PROCESSED FOR EVALUATION. IF THE EVALUATION AND APPROVAL (INCLUDING PREPARATION OR UPDATE OF THE REQUISITE TECHNICAL DATA PACKAGE (TDP)) OCCURS BEFORE AWARD, THE REQUESTOR WILL BE CONSIDERED FOR AWARD IF A PROPOSAL WAS SUBMITTED PER (D) ABOVE. IF THE EVALUATION/TDP PREPARATION HAS NOT BEEN COMPLETED PRIOR TO AWARD, AMCOM WILL CONTINUE THE PROCESS UNTIL COMPLETE. IF THE REQUESTORS SAR BECOMES APPROVED, THE REQUESTOR WILL BE ELIGIBLE FOR CONSIDERATION ON ALL FUTURE SOLICITATIONS FOR THE ITEM.

(G) ALL APPROVAL OR DISAPPROVAL NOTICES SHALL BE OFFICIALLY PROVIDED TO THE CONTRACTOR BY THE APPROPRIATE TECHNICAL OFFICIAL.

(H) NON-MANUFACTURERS (DISTRIBUTORS) SEEKING TO SUPPLY AN ITEM FROM A NON-APPROVED SOURCE MUST FIRST ENSURE THAT THE SOURCE BECOMES APPROVED IN ACCORDANCE WITH (D) ABOVE PRIOR TO CONTRACT AWARD.

H-10. NOTICE: ENVIRONMENTAL TEST

ITEM(S) OR COMPONENTS THEREOF WHICH ARE SUBJECTED TO ENVIRONMENTAL TESTS OF A DESTRUCTIVE NATURE OR WHICH OTHERWISE DEGRADE THE QUALITY OF THE ITEM(S) SHALL NOT BE FURNISHED TO THE GOVERNMENT IN SATISFACTION OF THIS CONTRACT.

H-11. DEFENSE PRIORITY AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (JUNE 2025)

A DPAS RATED ORDER INDICATES THE PRIORITY THE CONTRACTOR MUST GIVE TO THE PERFORMANCE OF THE AWARD. THERE ARE TWO PRIORITY RATINGS: DX AND DO. ALL DX RATED ORDERS HAVE EQUAL PRIORITY WITH EACH OTHER AND TAKE PREFERENCE OVER DO RATED ORDERS AND UNRATED ORDERS. ALL DO RATED ORDERS HAVE EQUAL PRIORITY WITH EACH OTHER AND TAKE PREFERENCE OVER UNRATED ORDERS. (SEE 15 CFR 700.11 AND DODM 4400.1-M).

MANDATORY CONTRACTOR PERFORMANCE SCHEDULING:

A CONTRACTOR MUST SCHEDULE OPERATIONS, INCLUDING THE ACQUISITION OF ALL NEEDED PRODUCTION ITEMS, IN A TIMELY MANNER TO SATISFY THE DELIVERY REQUIREMENTS OF EACH DPAS RATED ORDER. ADDITIONALLY, CONTRACTORS ARE REQUIRED TO USE DPAS RATED ORDERS WITH THEIR U.S. SUPPLIERS TO OBTAIN ITEMS NEEDED TO FILL RATED ORDERS (15 CFR 700.15). CONTRACTORS MAY ALSO USE DPAS RATED ORDERS TO OBTAIN REPLACEMENTS OF INVENTORIED ITEMS USED TO FILL RATED ORDERS (SEE 15 CFR 700.17(B)).

MODIFYING PRODUCTION OR DELIVERY SCHEDULES IS NECESSARY ONLY WHEN REQUIRED DELIVERY DATES FOR A RATED ORDER CANNOT OTHERWISE BE MET. SINCE DX INDICATES THE HIGHEST RATED ORDER, THE MANUFACTURER WILL SCHEDULE ITS PRODUCTION BEFORE PROCESSING OTHER LOWER OR UNRATED ORDERS. DX RATED ORDERS MUST BE GIVEN PRODUCTION PREFERENCE OVER DO RATED ORDERS AND UNRATED ORDERS IF NECESSARY TO MEET REQUIRED

DELIVERY DATES, EVEN IF THIS REQUIRES THE DIVERSION OF ITEMS BEING PROCESSED OR READY FOR DELIVERY AGAINST UNRATED ORDERS. SIMILARLY, DO RATED ORDERS MUST BE GIVEN PREFERENCE OVER UNRATED ORDERS. IF AN ACCEPTED RATED ORDER OF EQUAL PRIORITY STATUS CONFLICTS WITH OTHER ACCEPTED RATED ORDERS OF EQUAL PRIORITY STATUS, THE CONTRACTOR MUST PRIORITIZE THE RATED ORDERS IN THE SEQUENCE IN WHICH THE RATED ORDERS ARE TO BE DELIVERED OR PERFORMED (SEE 15 CFR 700.14).

CONTRACTOR ACCEPTANCE OF A DPAS RATED ORDER:

(CONTRACTORS RECEIVING AN AWARD THAT INCLUDES A DPAS RATING SHALL ADVISE DLA VIA THE POST AWARD MAILBOX (DLAHSVPOSTAWARDTEAM@DLA.MIL), IF THEY CANNOT PERFORM IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLIED DPAS RATING. WHEN REJECTING AN ORDER IN FULL, COMMUNICATION TO THE CONTRACTING OFFICER MUST INCLUDE A DETAILED REASON FOR REJECTION. IF THE ORDER CAN BE FULFILLED AT A LATER DATE, THE CONTRACTOR MUST PROVIDE, A) THE EARLIEST POSSIBLE DELIVERY DATE, B) A DETAILED REASON WHY THE AWARDED DELIVERY DATE CANNOT BE MET (E.G. REASON SHOULD NOT SIMPLY STATE A PRODUCTION DELAY) AND, C) AN OFFER TO ACCEPT THE ORDER BASED ON THAT DATE. CONTRACTORS MUST ADVISE DLA WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT OF A DO RATED ORDER, AND WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF A DX RATED ORDER IF THEY CANNOT PERFORM IN ACCORDANCE WITH THE DPAS RATING. CONTRACTORS THAT DO NOT CONTACT DLA ARE SELF-ATTESTING THAT THEY ACKNOWLEDGE RECEIPT OF THE AWARD AND WILL CONFORM TO THE DPAS RATING REQUIREMENT. IF THE PRESCRIBED RESPONSE TIME HAS PASSED AND THE CONTRACTOR LEARNS THAT SHIPMENT OR PERFORMANCE WILL BE DELAYED, THE CONTRACTOR IS STILL REQUIRED TO NOTIFY DLA IMMEDIATELY.

SPECIAL PRIORITY ASSISTANCE:

PREFERENTIAL SCHEDULING IS A MUST FOR DPAS RATED ORDERS (SEE 15 CFR 700.14). IF A CONTRACTOR LEARNS THAT A SHIPMENT OR PERFORMANCE WILL BE DELAYED AFTER THE ALLOTTED RESPONSE TIME HAS PASSED OR ANY OTHER ISSUE ARISES THAT WILL AFFECT DELIVERIES DURING THE DURATION OF THE CONTRACT, THE CONTRACTOR IS REQUIRED TO NOTIFY DLA IMMEDIATELY THROUGH THE USE OF FORM BIS-999, SPECIAL PRIORITIES ASSISTANCE (SPA). DEVIATIONS FROM SCHEDULES CANNOT BE APPROVED WITHOUT THE COMPLETION AND SUBMISSION OF THIS FORM. ONCE SUBMITTED, DLA AND ITS CUSTOMERS WILL DISCUSS THE SPA FOR APPROVAL. THE DEPARTMENT OF COMMERCE REQUIRES AN APPROVED BIS-999 PRIOR TO REPRIORITIZING DPAS RATED ORDERS AND ITS SCHEDULES (SEE 15 CFR 700.50). PLEASE CONTACT DLA POST AWARD FOR ANY SPA QUESTIONS OR CONCERNS.

H-12. DLAD 33.103 L06: AGENCY PROTESTS (DEC 2016)

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

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-2	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-3	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-4	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)	JAN/2025
I-5	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-6	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-7	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-8	52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021) -- ALTERNATE I (OCT 1997)	OCT/1997
I-9	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-10	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-11	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-12	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-13	52.233-1	DISPUTES	MAY/2014
I-14	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-15	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-16	52.245-1	GOVERNMENT PROPERTY	SEP/2021
I-17	52.245-9	USE AND CHARGES	APR/2012
I-18	52.248-1	VALUE ENGINEERING	JUN/2020
I-19	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-20	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-21	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-22	252.204-7006	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)	MAY/2023
I-23	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-24	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-25	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-26	252.204-7021	CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS (JAN 2023)	JAN/2023
I-27	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-28	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS(JAN 2025)	JAN/2025
I-29	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	DEC/2022
I-30	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-31	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)	JAN/2023
I-32	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)	FEB/2024
I-33	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-34	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-35	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-36	252.226-7003	DRUG-FREE WORK FORCE (AUG 2024)	AUG/2024
I-37	252.227-7013	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-38	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-39	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-40	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN2023)	JAN/2023
I-41	252.246-7008	SOURCES OF ELECTRONIC PARTS (JAN 2023)	JAN/2023
I-42	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of

this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

DEVCOM, SYSTEM READINESS SUSTAINMENT DIVISION
QUALITY REQUIREMENTS BRANCH
5400 FOWLER ROAD
ATTN: FCDD-AMR-SS, MR. MICHAEL STIM
REDSTONE ARSENAL, AL 35898-5000
EMAIL: usarmy.redstone.devcom-avmc.mbx.amr-ss-sar@army.mil
TELEPHONE: 256-313-8975

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

Offerors Name _____

Manufacturers Name _____

Sources Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

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

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

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

(End of Clause)

I-43 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) JAN/1997

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

(b) The Contractor shall submit the first article test report within 15 calendar days from the date of this contract to DLA POST AWARD: TEAMDLAHSVPOSTAWARDTEAM@DLA.MIL (SEE A NARRATIVE)marked First Article Test Report: Contract No. TBD, Lot/Item No. TBD. Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-44 52.216-18 ORDERING AUG/2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from CONTRACT AWARD through SPRRA224D0011 CONTRACT EXPIRATION OF 7 DEC 2041.

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

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

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

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

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

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

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

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

(End of clause)

I-45 52.216-19 ORDER LIMITATIONS OCT/1995

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

Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of TBD;

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-46 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after IF AN ORDER IS ISSUED AFTER EXPIRATION DATE OF LAST ORDERING PERIOD.

(End of Clause)

I-47 52.232-16 PROGRESS PAYMENTS (MAR 2020) (DEVIATION 2020-O0010) NOV/2021

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each

progress payment as 80 percent of the Contractor's total costs incurred under this contract

whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this

clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors

Name of Offeror or Contractor:

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total

contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this

contract, other than advance or progress payments, the unliquidated progress payments, or 80

percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government

any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining

contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments, and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

I-48 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT NOV/2021

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-49 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

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

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

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

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

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

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

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

"Critical technology" means--

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

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

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

I-50 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (DEVIATION 2022-O0001) OCT/2021

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed $2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-1(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractors Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract price; or

(2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractors knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the as of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the as of date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the as of date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

I-51 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) OCT/2021

(a) Before awarding any subcontract expected to exceed $2.5 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2.5 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the $2.5 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

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

(c) In each subcontract that, when entered into, exceeds $2.5 million, the Contractor shall insert either--

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

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

(End of clause)

I-52 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2022-O0001) OCT/2021

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed $2.5 million on the date of execution of the modification; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed $2.5 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2.5 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the $2.5 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2.5 million on the date of agreement on price or the date of award, whichever is later.

(End of clause)

I-53 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025) JAN/2025

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

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

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

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

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

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

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

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

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

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

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

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

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

(End of clause)

I-54 52.230-2 COST ACCOUNTING STANDARDS JUN/2020

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

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

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If

the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

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

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

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

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

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

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

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

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

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	11450637-19 CONTRACT TPP	26-APR-2025	010	
Attachment 0002	13507110 CONTRACT TPP	05-AUG-2025	009	
Attachment 0003	13507570 CONTRACT TPP	26-AUG-2025	009	
Attachment 0004	ORIENTATION ON FIRST ARTICLE TEST	26-APR-2023	003	
Attachment 0005	13507570 FAT WORKSHEET	12-MAR-2020	003	

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

	Regulatory Cite	Title	Date
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004)	MAR/2025

(a)

(1) The North American Industry Classification System (NAICS) codes for this acquisition are 334412 and 335999.

(2) The small business size standards 750 and 600 respectively.

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

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

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

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

(b)

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

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

___ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved].

(xv) [Reserved].

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

FAR Clause # Title Date Change

_____

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

(End of provision)

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

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

NAICS Code	Size standard
_____	_____

_____ _____

_____ _____

[Contracting Officer to insert NAICS codes and size standards].

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

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

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

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

(End of provision)

K-5 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024) OCT/2024

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

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

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

___ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

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

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

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT NOV/2021

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not

provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

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

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

_____
_____
_____
_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or

cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-9 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION NOV/2021

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

K-10 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

[ ] (2) Outside the United States.

(End of provision)

K-11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and

certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] Yes [ ] No

(End of provision)

K-12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

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

[ ] Yes [ ] No

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

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

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

(End of Provision)

K-13 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION MAY/2021

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

(End of provision)

K-14 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE JUL/2009

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

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

_____

_____

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

K-15 252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS?REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024) MAR/2024

Name of Offeror or Contractor:

(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.

(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

K-16 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from
(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated \'02screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-17 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003) APR/2021

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

local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV2024)	NOV/2024
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2023
L-8	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-9	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023)	MAY/2024
L-10	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-11	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-12	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a single purchase under SPRRA224D0011 subsumable contract resulting from this solicitation.

(End of Provision)

L-13	52.233-2	SERVICE OF PROTEST	SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from BECKY BRADY, 5202 MARTIN ROAD REDSTONE ARSENAL, AL, 35898.

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

(End of Provision)

L-14	252.215-7012	REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA	JAN/2018

The Offeror shall submit the cost portion of the proposal via the following electronic media: electronic spreadsheet format.

(End of provision)

L-15	252.215-7009	PROPOSAL ADEQUACY CHECKLIST (MAR 2023)	MAR/2023

252.215-7009 Proposal Adequacy Checklist.

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

PROPOSAL ADEQUACY CHECKLIST

Name of Offeror or Contractor:

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2 Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	_____	
2.	FAR 15.408 Table 15-2 Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/ test equipment? Include the accountable contract number and contracting officer contact information if known.	_____	
3.	FAR 15.408 Table 15-2 Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?	_____	
4.	FAR 15.408 Table 15-2 Section I Paragraph C(1) FAR 2.101 "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.	_____	
5.	FAR 15.408 Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal	_____	

		provided and appropriately referenced?	
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)	_____
7.	FAR 15.408 Table 15-2 Section I Paragraph C(2) (i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?	_____
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?	_____
9.	FAR 15.408 Table 15-2, Section II Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?	_____
10.	FAR 15.408, Table 15-2 Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)	_____
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?	_____
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?	_____
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the	_____

Name of Offeror or Contractor:

		proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?

COST ELEMENTS

MATERIALS AND SERVICES

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

SUBCONTRACTS (Purchased materials or services)

15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?	_____
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?	_____
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?	_____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18.	FAR 52.215-20 FAR 2.101, ``commercial product'' or	Has the offeror submitted an exception to the submission of certified cost or

Name of Offeror or Contractor:

``commercial service''.		pricing data for commercial products proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?. a. Has the offeror specifically identified the type of commercial product claim (FAR 2.101 ``commercial product'' definition, and the basis on which the commercial product meets the definition?. b. For modified commercial products (FAR 2.101 ``commercial product'' definition; did the offeror classify the modification(s) as either--. i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or. ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?. c. For proposed commercial products ``of a type'', or ``evolved'' or modified (FAR 2.101 ``commercial product'' definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?.	
19.	Reserved		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?	_____
	INTERORGANIZATIONAL TRANSFERS		
21.	FAR 15.408, Table 15-2, Section II Paragraph A(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?	_____
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?	_____
	DIRECT LABOR		
23.	FAR 15.408,	Does the proposal include a	_____

	Table 15-2, Section II Paragraph B	time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.	
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?	_____
25.	FAR Subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?	_____
	INDIRECT COSTS		
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)	_____
	OTHER COSTS		
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?	_____
28.	FAR 15.408, Table 15-2 Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?	_____
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?	_____

Name of Offeror or Contractor:

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)	_____
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?	_____
32.	FAR 15.408, Table 15-2 Section III Paragraph C	For price revisions/ redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?	_____

OTHER

33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/ maximum fee, ceiling price?	_____
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?	_____
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?	_____
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?	_____

(End of provision)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M-01. EVALUATION CRITERIA

1. MINIMUM TECHNICAL REQUIREMENTS. TO BE TECHNICALLY ACCEPTABLE AND THUS, ELIGIBLE FOR AWARD, A PROPOSAL MUST CONFORM TO ALL SOLICITATION REQUIREMENTS, SUCH AS TERMS AND CONDITIONS, REPRESENTATIONS AND CERTIFICATIONS, AND TECHNICAL REQUIREMENTS PROVIDED WITHIN ALL SECTIONS OF THIS SOLICITATION AND/OR WITHIN ITS ATTACHED ADDENDA. PROPOSALS RECEIVING A TECHNICAL RATING OF UNACCEPTABLE WILL BE INELIGIBLE FOR AWARD.

2. PRICE. IN ADDITION TO MEETING THE SOLICITATIONS TECHNICAL AND QUANTITY INCREMENT OR RANGE REQUIREMENTS ABOVE AND COST AND PRICING REQUIREMENTS BELOW, THE GOVERNMENT WILL EVALUATE A PROPOSALS PRICING FOR REASONABLENESS. EVALUATION OF A PROPOSAL'S PRICING WILL NOT OBLIGATE THE GOVERNMENT TO ORDER THE ESTIMATED QUANTITIES OR TO DISTRIBUTE ORDERS IN THE MANNER EVALUATED. THE GOVERNMENT MAY REJECT A PROPOSAL AS UNACCEPTABLE IF ITS PRICING IS DETERMINED TO BE MATERIALLY UNBALANCED.

3. COST AND PRICING DATA. OFFERORS MUST PROVIDE ALL COST OR PRICING INFORMATION REQUIRED BY FAR 15.4. FAILURE OF A PROPOSAL TO PROVIDE COST OR PRICING INFORMATION REQUIRED BY FAR 15.4 WILL RESULT IN SAID PROPOSAL BEING DEEMED UNACCEPTABLE, AND THUS, INELIGIBLE FOR AWARD.

*** END OF NARRATIVE M0001 ***

PIIN/SIIN SPRRA2-26-R-0003 MOD/AMD

SECTION E - INSPECTION AND ACCEPTANCE

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

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ANSI/ISO/ASQ 9001:2015, AS 9100 OR EQUIVALENT, TAILORING: ALL PARAGRAPHS UNDER 8.3 (DESIGN AND DEVELOPMENT OF PRODUCTS AND SERVICES) DO NOT APPLY
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
ADDED	FF00006	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FF00011	52.247-34	01-FEB-2006	F.O.B. DESTINATION (JAN 1991)
ADDED	FA00004	252.211-7008	01-SEP-2010	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
CHANGED	FF60001	52.211-8	01-JUN-1997	TIME OF DELIVERY

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER CONTRACT AWARD
CLIN 1001AA	3 EA	630 DAYS WITHOUT FAT; 990 DAYS WITH FAT
CLIN 1002AB	2 EA	720 DAYS WITHOUT FAT; 1080 DAYS WITH FAT
CLIN 1003AA	14 EA	720 DAYS WITHOUT FAT; 1080 DAYS WITH FAT

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

OFFERORS PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
____	____	____
____	____	____
____	____	____

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

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

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

(End of Clause)

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

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__N/A_____	N/A_____
__N/A_____	N/A_____
__N/A_____	N/A_____

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in
Attachment Number N/A.

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GA60003 252.232-7006 01-JAN-2023 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause

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

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

Local processing office (LPO) is the office responsible for payment certification when payment certification is done 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.

THE CONTRACTOR IS ENCOURAGED TO USE THE COMBINATION INVOICE AND RECEIVING REPORT (COMBO) FOR SUBMITTING INVOICE FOR SUPPLIES. THIS ELIMINATES THE NEED TO SEPERATELY PROCESS A RECEIVING REPORT AND INVOICE.

(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.

INVOICE 2IN1 (FOR 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.

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

(g) WAWF point of contact.

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

TO BE DETERMINED AT THE TIME OF AWARD.

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

(End of clause)

SECTION I - CONTRACT CLAUSES

AUTO/DEL	IF00359	52.202-1	01-JUN-2020	DEFINITIONS
AUTO	IF00003	52.203-5	01-MAY-2014	COVENANT AGAINST CONTINGENT FEES
AUTO/DEL	IF00004	52.203-6	01-NOV-2021	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (NOV 2021)
AUTO/DEL	IF00006	52.203-7	01-JUN-2020	ANTI-KICKBACK PROCEDURES
AUTO/DEL	IF00007	52.203-8	01-MAY-2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO/DEL	IF00008	52.203-10	01-MAY-2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO/DEL	IF00009	52.203-12	01-JUN-2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF00430	52.203-19	01-JAN-2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
AUTO/DEL	IF00364	52.204-10	01-JUN-2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO/DEL	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO/DEL	IF00435	52.204-23	01-DEC-2023	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
AUTO	IF00023	52.209-6	01-JAN-2025	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)
AUTO/DEL	IF00406	52.209-9	01-OCT-2018	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	IF00403	52.209-10	01-NOV-2015	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00046	52.215-10	01-AUG-2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
ADDED	IF00051	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES (NOV 2021) -- ALTERNATE I (OCT 1997)
ADDED	IF00121	52.226-7	01-MAY-2024	DRUG-FREE WORKPLACE (MAY 2024)
AUTO	IF00394	52.226-8	01-MAY-2024	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
ADDED	IF00136	52.227-1	01-JUN-2020	AUTHORIZATION AND CONSENT
ADDED	IF00169	52.230-6	01-JUN-2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS

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AUTO/DEL	IF00170	52.232-1	01-APR-1984	PAYMENTS
AUTO/DEL	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO/DEL	IF00178	52.232-11	01-APR-1984	EXTRAS
AUTO/DEL	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)
AUTO/DEL	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO/DEL	IF00414	52.232-40	01-MAR-2023	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)
ADDED	IF00194	52.233-1	01-MAY-2014	DISPUTES
AUTO	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO/DEL	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED	IF00234	52.242-4	01-JAN-1997	CERTIFICATION OF FINAL INDIRECT COSTS
AUTO/DEL	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO/DEL	IF00237	52.243-1	01-AUG-1987	CHANGES--FIXED PRICE
AUTO/DEL	IF00255	52.244-6	01-MAR-2025	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-O0003)
ADDED	IF00391	52.245-1	01-SEP-2021	GOVERNMENT PROPERTY
ADDED	IF00267	52.245-9	01-APR-2012	USE AND CHARGES
ADDED	IF00311	52.248-1	01-JUN-2020	VALUE ENGINEERING
AUTO/DEL	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO/DEL	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO/DEL	IA00267	252.203-7001	01-JAN-2023	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)
AUTO/DEL	IA00287	252.203-7002	01-DEC-2022	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)
ADDED	IA00302	252.203-7003	01-AUG-2019	AGENCY OFFICE OF THE INSPECTOR GENERAL
ADDED	IA00268	252.204-7000	01-OCT-2016	DISCLOSURE OF INFORMATION
AUTO/DEL	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00009	252.204-7006	01-MAY-2023	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)
AUTO	IA00354	252.204-7012	01-MAY-2024	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)
AUTO/DEL	IA00339	252.204-7015	01-JAN-2023	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)
AUTO	IA00373	252.204-7018	01-JAN-2023	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)
AUTO	IA00378	252.204-7020	01-NOV-2023	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

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ADDED	IA00379	252.204-7021	01-JAN-2023	CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENTS (JAN 2023)
AUTO/DEL	IA00010	252.205-7000	01-OCT-2024	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)
AUTO	IA00011	252.209-7004	01-MAY-2019	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
ADDED	IA00015	252.215-7002	01-JAN-2025	COST ESTIMATING SYSTEM REQUIREMENTS(JAN 2025)
ADDED	IA00306	252.219-7004	01-DEC-2022	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)
AUTO	IA00355	252.222-7006	01-JAN-2023	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)
ADDED	IA00320	252.223-7008	01-JAN-2023	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)
ADDED	IA00046	252.225-7001	01-FEB-2024	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)
ADDED	IA00070	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
AUTO	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
AUTO	IA00388	252.225-7056	01-JAN-2023	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)
AUTO/DEL	IA00072	252.226-7001	01-JAN-2023	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)
ADDED	IA00400	252.226-7003	01-AUG-2024	DRUG-FREE WORK FORCE (AUG 2024)
ADDED	IA00076	252.227-7013	01-JAN-2025	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
ADDED	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO/DEL	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
AUTO/DEL	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO/DEL	IA00148	252.243-7002	01-DEC-2022	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)
AUTO/DEL	IA00149	252.244-7000	01-NOV-2023	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)
ADDED	IA00344	252.246-7007	01-JAN-2023	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN2023)
ADDED	IA00357	252.246-7008	01-JAN-2023	SOURCES OF ELECTRONIC PARTS (JAN 2023)
CHANGED	IF60001	52.209-1	01-FEB-1995	QUALIFICATION REQUIREMENTS

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

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

DEVCOM, SYSTEM READINESS SUSTAINMENT DIVISION
QUALITY REQUIREMENTS BRANCH
5400 FOWLER ROAD
ATTN: FCDD-AMR-SS, MR. MICHAEL STIM
REDSTONE ARSENAL, AL 35898-5000
EMAIL: usarmy.redstone.devcom-avmc.mbx.amr-ss-sar@army.mil
TELEPHONE: 256-313-8975

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

Offerors Name _____

Manufacturers Name _____

Sources Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

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

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

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

(End of Clause)

CHANGED IF60003 52.209-3 01-JAN-1997 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997)

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

(b) The Contractor shall submit the first article test report within 15 calendar days from the date of this contract to DLA POST AWARD: TEAMDLAHSVPOSTAWARDTEAM@DLA.MIL (SEE A NARRATIVE)marked First Article Test Report: Contract No. TBD, Lot/Item No. TBD. Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this

report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

CHANGED IF60232 52.216-18 01-AUG-2020 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from CONTRACT AWARD through SPRRA224D0011 CONTRACT EXPIRATION OF 7 DEC 2041.

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

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

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

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

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

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

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

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

(End of clause)

CHANGED IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of TBD;

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after IF AN ORDER IS ISSUED AFTER EXPIRATION DATE OF LAST ORDERING PERIOD.

(End of Clause)

CHANGED IF60208 52.232-16 01-NOV-2021 PROGRESS PAYMENTS (MAR 2020) (DEVIATION 2020-O0010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each

progress payment as 80 percent of the Contractor's total costs incurred under this contract

whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this

clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total

contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this

contract, other than advance or progress payments, the unliquidated progress payments, or 80

percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government

any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency

regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments, and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

ADDED	IF70058	52.203-13	01-NOV-2021	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
AUTO/DEL	IF70067	52.204-19	01-DEC-2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
AUTO	IF70118	52.204-25	01-NOV-2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
ADDED	IF70122	52.215-11	01-OCT-2021	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2022-O0001)

CHANGED IF70123 52.215-12 01-OCT-2021 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001)

(a) Before awarding any subcontract expected to exceed $2.5 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2.5 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the $2.5 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

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

(c) In each subcontract that, when entered into, exceeds $2.5 million, the Contractor shall insert either--

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

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

(End of clause)

CHANGED IF70124 52.215-13 01-OCT-2021 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2022-O0001)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed $2.5 million on the date of execution of the modification; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed $2.5 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed $2.5 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the $2.5 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2.5 million on the date of agreement on price or the date of award, whichever is later.

(End of clause)

ADDED IF70117 52.222-19 01-JAN-2025 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)

ADDED IF70113 52.230-2 01-JUN-2020 COST ACCOUNTING STANDARDS

AUTO/DEL IF70033 52.252-2 01-FEB-1998 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

AUTO	KA00008	252.203-7005	01-SEP-2022	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)
AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
AUTO/CHANGE	KF60009	52.204-8	01-MAR-2025	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004)

(a)

(1) The North American Industry Classification System (NAICS) codes for this acquisition are 334412 and 335999.

(2) The small business size standards 750 and 600 respectively.

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

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

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

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

(b)

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

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

___ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved].

(xv) [Reserved].

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

__ (vii) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

FAR Clause # Title Date Change

_____

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

(End of provision)

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

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

NAICS Code	Size standard
_____	_____

[Contracting Officer to insert NAICS codes and size standards].

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

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

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

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

(End of provision)

AUTO/CHANGE KA60005 252.204-7007 01-OCT-2024 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

___ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

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

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

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting

Officer:

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

AUTO	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
ADDED	KF70005	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY-SUPPLIES
AUTO	KF70044	52.209-7	01-OCT-2018	INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	KF70053	52.209-13	01-NOV-2021	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION
ADDED	KF70037	52.225-18	01-AUG-2018	PLACE OF MANUFACTURE
ADDED	KF70059	52.230-1	01-JUN-2020	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

ADDED	KF70032	52.230-7	01-APR-2005	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
ADDED	KA70019	252.225-7010	01-JUL-2009	COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE
ADDED	KA70066	252.225-7966	01-MAR-2024	PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS?REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)
ADDED	KA70055	252.225-7973	01-AUG-2024	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014)
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-NOV-2024	SYSTEM FOR AWARD MANAGEMENT (NOV2024)
AUTO	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
ADDED	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED	LF00049	52.215-22	01-OCT-2009	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT
ADDED	LF00035	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
AUTO	LA00024	252.204-7019	01-NOV-2023	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
ADDED	LA00026	252.204-7024	01-MAR-2023	Notice on the Use of the Supplier Performance Risk System (Mar 2023)
ADDED	LA00020	252.215-7010	01-MAY-2024	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023)
AUTO	LA00022	252.215-7013	01-JAN-2023	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)
CHANGED	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

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

(End of Provision)

CHANGED	LF60009	52.216-1	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a single purchase under SPRRA224D0011 subsumable contract resulting from this solicitation.

(End of Provision)

PIIN/SIIN SPRRA2-26-R-0003 **MOD/AMD**

AUTO/CHANGE LF60010 52.233-2 01-SEP-2006 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from BECKY BRADY, 5202 MARTIN ROAD REDSTONE ARSENAL, AL, 35898.

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

(End of Provision)

CHANGED LA60013 252.215-7012 01-JAN-2018 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA
The Offeror shall submit the cost portion of the proposal via the following electronic media: electronic spreadsheet format.

(End of provision)

AUTO/DEL LF70014 52.252-1 01-FEB-1998 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

ADDED LA70009 252.215-7009 01-MAR-2023 PROPOSAL ADEQUACY CHECKLIST (MAR 2023)