| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE | Page 1 |
|---|---|---|

| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1 ☐ | RATING |
|---|---|---|---|---|
| SPRHA5-26-Q-0701 | 30 JUN 2026 | FD20202600701 | | DO: A7 |

5a. ISSUED BY CODE: SPRHA5

DLA AVIATION - OGDEN, DLR PROCUREMENT OPS/AUB
6051 GUM LANE BLDG 1225
HILL AIR FORCE BASE UT 84056-5820
BUYER: Benjamin J Shoop/AUB
benjamin.shoop@us.af.mil
Phone: (445) 737- 2938 Fax: (000) 000-0000 No Collect Calls

6. DELIVERY BY *(Date)*
**SEE SCHEDULE**

**SCD:C**

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Benjamin J Shoop | (445 ) | 737 -2938 |

7. DELIVERY ☐ FOB DESTINATION ☒ OTHER *(See Schedule)*

8. TO

| a. NAME | b. COMPANY | c. STREET ADDRESS | d. CITY | e. STATE | f. ZIP CODE |
|---|---|---|---|---|---|
| | | | | | |

9. DESTINATION

| a. NAME OF CONSIGNEE | b. STREET ADDRESS | c. CITY | d. STATE | e. ZIP CODE |
|---|---|---|---|---|
| | | | | |

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)*
**30 JUL 2026**

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | **SEE SCHEDULE**<br>**FMS REQUIREMENT**<br>ROUTINE<br>**Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.**<br><br>NAICS CODE: **334412**<br>SIZE STD: **750**<br>Less than a truckload shipment is acceptable and authorized.<br><br>Early and partial deliveries are acceptable at no increase in cost to the Government.<br><br>Early delivery is acceptable at no increase in cost to the Government. | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT ☐ | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS | |
|---|---|---|---|---|---|
| | | | | NUMBER | PERCENTAGE |

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

| 13. NAME AND ADDRESS OF QUOTER | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | 15. DATE OF QUOTATION |
|---|---|---|
| a. NAME OF QUOTER<br>CAGE: | | |
| b. STREET ADDRESS | 16. SIGNER | |
| c. COUNTY | a. NAME *(Type or print)* | b. TELEPHONE<br>AREA CODE |
| d. CITY / e. STATE | c. TITLE *(Type or print)* | NUMBER |

FOLD FOLD

---

**SOLICITATION NO. SPRHA526Q0701**
**DUE: 30 -JUL -2026**

**FROM:**

**AFFIX STAMP HERE**

**TO:**

**ATTN:** Benjamin J Shoop/AUB
DLA AVIATION - OGDEN, DLR PROCUREMENT OPS/AUB
6051 GUM LANE BLDG 1225
HILL AIR FORCE BASE UT 84056-5820

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

## QUANTITY RANGE PRICING

The Government intends to purchase a total of 1 EA of NSN 5998011765358QX. This requirement is forFMS customers which are typically more volatile and could impact the quantity on the potential award (leading to higher or lower quantities). Therefore, the Government is requesting range pricing for the following ranges. Please provided range pricing below. The CLIN (starting on page 4) lists unpriced/best estimated quantity.

1 to 2 EA $_____

3 to 4 EA $_____

5 to 10 EA $_____

---

## On Time Delivery Improvement

In accordance with the 448th Supply Chain Management Wing (448th SCMW), Air Force Sustainment Center Contracting Directorate (AFSC/OK) and Defense Logistics Agency (DLA) Aviation Contracting On-Time Delivery (OTD) Improvement Initiative. DLA Contracting has established the following OTD requirements with the intent to improve OTD.

As detailed in section B of the Solicitation, the government has developed a Required Delivery Schedule (RDS), which is reflective of the customer need date as well as projected Production Lead Time (PLT). The government RDS considered such factors as historical data and active contracts. In developing your response, the government requests your company review the RDS provided and propose an achievable delivery schedule based on your internal PLT review.

With input from suppliers, the Contracting Officer may negotiate an updated RDS representative of all factors stated above along with any new information that may become available.

---

## CMMC Requirement

A Cybersecurity Maturity Model Certification (CMMC) level 2 is required by the customer and must be in accordance with DFARS 252.204-7021 and DFARS 252.204-7025.

**Item No.**
0001

Firm Fixed Price

| Quantity | U/I | Unit Price | Amount |
|---|---|---|---|
| 1 | EA | | |

**NSN:** 5998-01-176-5358 QX
ELECTRONIC COMPONENT
AEWS AN/FPS-117

| Manufacturer | Part Number |
|---|---|
| 03538 | 7344944G1 |
| 0WEC9 | 7344944G1 |
| 1D8S5 | 7344944G1 |
| 26269 | 7344944G1 |

| Associated Document(s) | Line Item(s) |
|---|---|
| FD20202600701 | 0001 |

**Priority:** R
Foreign Military Sales :FMS Case:
Buy American Act/Balance of Payments Program
**IUID Required:** Yes
**Physical Item Markings:**
**IAW MIL-STD-130**

**Bid A - First Article Required**

**Item No.**
0001AA

Not Separately Priced

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

FATP
First Article Test Plan
TEST PLAN IAW DD 1423-1 ATTACHED HERETO
NSN 5998011765358QX

| Associated Document(s) | Line Item(s) |
|---|---|
| FD20202600701 | 0002 |

**Inspection:** Destination
**Acceptance:** Destination
**Inspection/Acceptance Report:** Receiving Report Required
**Quality Assurance:** IAW A001

| Type / Ship To | Quantity (U/I) | *ARO Contract | _ | Req No / Pri |
|---|---|---|---|---|
| **Required Delivery** | | | | |
| + IAW1423 | 1 LO | *360 Calendar Days | | |
| **Proposed Delivery** | | | | |
| + IAW1423 | 1 LO | | | |

The Contractor shall deliver the First Article Test Plan a minimum of 30 days prior to first article test. The contractor shall make any re-submittal NLT 15 days after receipt of government comments.

Although the Ship To code for this line item is +IAW1423, for WAWF purposes only, the contractor will use Ship To code FB2029 when completing the receiving report. Contractor will coordinate submission with contract administrator.

**Bid A - First Article Required**

**Item No.**
0001AB

Not Separately Priced

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

First Article Test Report
FIRST ARTICLE TEST REPORT
NSN 5998011765358QX

| **Associated Document(s)** | **Line Item(s)** |
|---|---|
| FD20202600701 | 0002 |

**Inspection:** Destination
**Acceptance:** Destination
**Inspection/Acceptance Report:** Receiving Report Required
**Quality Assurance:** IAW A002

| **Type / Ship To** | **PACRN** | **Mark For** |
|---|---|---|
| + IAW1423 | | IAW 1423 |

| **Type / Ship To** | **Quantity (U/I)** | ***ARO Contract** | **_** | **Req No / Pri** |
|---|---|---|---|---|
| + IAW1423 | 1 LO | *405 Calendar Days | | |

**Required Delivery**

**Proposed Delivery**

| | |
|---|---|
| + IAW1423 | 1 LO |

The Contractor shall deliver the First Article Test Report NLT 15 days after first article test. The contractor shall make any re-submittal NLT 15 days after receipt of government comments.

Although the Ship To code for this line item is +IAW1423, for WAWF purposes only, the contractor will use Ship To code FB2029 when completing the receiving report. Contractor will coordinate submission with contract administrator.

**Bid A - First Article Required**

**Item No.**
0001AC

Firm Fixed Price

| **Quantity** | **U/I** | **Unit Price** | **Amount** |
|---|---|---|---|

**Bid A - First Article Required**

1 EA

| CLIN | ACRN | ACRN Total |
|---|---|---|
| 0001AC | AB | |

First Article
FIRST ARTICLE - SAME AS BASIC LINE ITEM ABOVE
NSN 5998011765358QX

| Associated Document(s) | Line Item(s) |
|---|---|
| FD20202600701 | 0001 |

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

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

Buy American Act/Balance of Payments Program

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

| TYPE / SHIP TO CODE | F.O.B. |
|---|---|
| A FB2029 | DESTINATION |

| Type / Ship To | PACRN | Mark For |
|---|---|---|
| A FB2029 | PAB | |

| | Type / Ship To | Quantity (U/I) | *ARO Contract | Req No / Pri |
|---|---|---|---|---|
| **Required Delivery** | A FB2029 | 1 EA | *390 Calendar Days | |
| **Proposed Delivery** | A FB2029 | 1 EA | | |

**Bid B - First Article NOT Required**

**Item No.**
0001AD

Firm Fixed Price

| Quantity | U/I | Unit Price | Amount |
|---|---|---|---|
| 1 | EA | | |

| CLIN | ACRN | ACRN Total |
|---|---|---|
| 0001AD | AB | |

PROD
Production Article
PRODUCTION ARTICLE - SAME AS BASIC LINE ITEM ABOVE
NSN 5998011765358QX

| Associated Document(s) | Line Item(s) |
|---|---|
| FD20202600701 | 0001 |

**Bid B - First Article NOT Required**

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

| Title | Number | Date | Tailoring |
|---|---|---|---|
| AS9100 | 9100 | | |

Foreign Military Sales :FMS Case:BR-D-QAR

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

| TYPE / SHIP TO CODE | F.O.B. |
|---|---|
| * DBR005 | ORIGIN |

| Type / Ship To | PACRN | Mark For |
|---|---|---|
| * DBR005 | PAB | DBRH00 |

| | Type / Ship To | Quantity (U/I) | On or Before | Req No / Pri |
|---|---|---|---|---|
| **Required Delivery** | * DBR005 | 1 EA | 27 FEB 2028 | DBRH5461120001 / PRI: 6 |
| **Proposed Delivery** | * DBR005 | 1 EA | | |

TAC DFMS.

**Item No.**
0002

Not Separately Priced

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

Data
CPP

| Associated Document(s) | Line Item(s) |
|---|---|
| FD20202600701 | 0003 |

**Priority:** R

**Inspection:** Destination
**Acceptance:** Destination
**Inspection/Acceptance Report:** Receiving Report Required
**Quality Assurance:** IAW 1423 A001

| | Type / Ship To | Quantity (U/I) | IAW DD1423-1 | Req No / Pri |
|---|---|---|---|---|
| **Required Delivery** | + IAW1423 | 1 LO | IAW DD1423-1 | |
| **Proposed Delivery** | | | | |

+ IAW1423 1 LO

Although the Ship To code for this line item is +IAW1423, for WAWF purposes only, the contractor will use Ship To code FB2029 when completing the receiving report. Contractor will coordinate submission with contract administrator.

**SHIP TO / PLACE OF PERFORMANCE**

**TYPE/CODE:** + IAW1423

**MARK FOR: (See Individual Line Item)**
**REQUISITION NUMBER: (See Individual Line Item)**
**REQUISITION PRIORITY: (See Individual Line Item)**
**AWARD NUMBER:**

**TYPE/CODE:** A FB2029
DDHU HILL FACILITY
CENTRAL RECEIVING BLDG 849W
5851 F AVE
HILL AIR FORCE BASE UT 84056-5713
UNITED STATES

**MARK FOR: (See Individual Line Item)**
**REQUISITION NUMBER: (See Individual Line Item)**
**REQUISITION PRIORITY: (See Individual Line Item)**
**AWARD NUMBER:**

**TYPE/CODE:** A SW3210
DLA DISTRIBUTION DEPOT HILL
7537 WARDLEIGH RD BLDG 849W
CML 385 519 8898
HILL AFB UT 84056-5734
HILL AFB UT 84056-5734 49 84056-5734
USA

**MARK FOR: (See Individual Line Item)**
**REQUISITION NUMBER: (See Individual Line Item)**
**REQUISITION PRIORITY: (See Individual Line Item)**
**AWARD NUMBER:**

**SHIP TO (FOREIGN MILITARY SALES)**

**TYPE/CODE:** * DBR005
**SUPPLEMENTAL ADDRESS CODE:** DA5QAR
**FMS CASE CODE/LOA:** BR-D-QAR/001
**MAPAC SHIP TO CODE:** DBR005
**MAPAC MARK FOR:** DBRH00
**REQUISITION NUMBER: (See Individual Line Item)**

**REQUISITION PRIORITY: (See Individual Line Item)**
**AWARD NUMBER:**

## PART I - THE SCHEDULE
## SECTION C
## DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C01 Superseded Part Numbered Items (FEB 2025)**

When the award identifies supplies by manufacturer's name, Commercial and Government Entity (CAGE) code, and part number, the specified item(s) are the only item(s) acceptable under this contract. If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

**C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)**

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

**C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)**

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.
(2) Supply Chain Traceability Documentation
(i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing sources Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.
(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram/).
(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.
(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

## PART I - THE SCHEDULE
## SECTION D
## PACKAGING AND MARKING

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.

MIL-STD-129/ASTM-D-3951:

a. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.

(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

c. When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

d. All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P 4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

e. On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

f. Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

g. All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13 digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:

(1) Foreign Military Sales.

(2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.

(3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right hand corner).

(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.

b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

**SHIPPING CONTAINER MARKING**

All shipping containers shall be marked meeting the following criteria:

(a) MIL-STD-129 **R**, Standard Practice for Military Marking.

(b) Bar code format shall conform to bar code symbology Format 3 of 9, Code 39 as specified in MIL-STD-129 **R**.

(c) Additional marking and/or bar coding requirements exceeding those of MIL-STD-129 **R** , e.g., unit serial numbers, original equipment manufacturer's (OEM) name, or OEM model number, as specified on the AFMC Form 158:

| PACRN(s) Applicable | Additional Bar Coding or Marking Requirements (if applicable) |
|---|---|
| PAA | Not Applicable |

**MILITARY PACKAGING AND MARKING**

Items shall be packaged in accordance with MIL-STD-2073-1**E**, Standard Practice for Military Packaging. Shipping and storage markings shall be in accordance with MIL-STD-129**R**, Standard Practice for Military Marking.

The MIL-STD-2073-1 / No Packaging Data Available is as follows:

| PACRN | PRESERVATION LVL | PACKING LVL | QUP |
|---|---|---|---|
| PAA | MIL | B | 001 |

| PACRN | SUPPLEMENTAL PACKAGING |
|---|---|
| PAA | NOT APPLICABLE |

## PART I - THE SCHEDULE
## SECTION E
## INSPECTION AND ACCEPTANCE

**FIRST ARTICLE TEST, CERTIFICATION AND DISPOSITION REQUIREMENTS** (FEB 1998)
(IAW FAR 9.308-2)

Test criteria are as follows:

| Lot/Item | Government Test/Inspection Requirements |
|---|---|
| 0001AC | The First Article must meet the requirements in drawing 77A103448 (03538) and successfully complete government in-system testing at the AN/FPS-117 Engineering Facility at Hill Air Force Base, Utah. In system testing will require up to 90 days of operation in the AN/FPS-117 at government discretion. |

Disposition of the First Article shall be as follows:

| Lot/Item | Approved |
|---|---|

| | |
|---|---|
| 0001AC | Approved First Article will be forwarded to Government Supply. |

| Lot/Item | Disapproved |
|---|---|
| 0001AC | Disapproved First Articles will be returned to the contractor. |

(The above Clause/Provision has been modified.)

**52.246-2** **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)
(IAW FAR 46.302)

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

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

| | Title | Number | Date | Tailoring |
|---|---|---|---|---|
| ***See Individual Line Item Schedule** | | | | |

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

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

| |
|---|
| Government Contract Quality Assurance Inspection and Acceptance will be at (Final):<br>**[CONTRACTOR FILL-IN]** |
| Item No(s): **See schedule for items with the following code(s) listed below :** |
| **Inspection Code and Address:** |

| | | | |
|---|---|---|---|
| Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final). | | | |
| **Item No(s):** | **0001AA,** | **0001AB,** | **0002** |

## PART I - THE SCHEDULE
## SECTION F
## DELIVERIES OR PERFORMANCE

**52.211-8** **TIME OF DELIVERY** (JUN 1997)
(IAW FAR 11.404(a)(2))

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

DELIVERY FOR EACH ITEM IS ANNOTATED IN THE SCHEDULE (PART I SECTION B) UNDER EACH LINE ITEM.

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.

ANNOTATE YOUR PROPOSED DELIVERY, IF ANY, UNDER THE GOVERNMENT'S DELIVERY SET FORTH UNDER EACH ITEM IN THE SCHEDULE.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**52.211-8** **TIME OF DELIVERY -- ALTERNATE I** (APR 1984)
(IAW FAR 11.404(a)(2))

If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months ..."; or "not sooner than ... or later than ..." as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by **00 0000** . Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. 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. 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.

**52.242-17** **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))

**52.247-48** **F.O.B. DESTINATION--EVIDENCE OF SHIPMENT** (FEB 1999)
(IAW FAR 47.305-4(c))

| **Applicable Item No(s)** |
|---|
| **000000 0001AC** |

**52.247-65** **F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS** (JAN 1991)
(IAW FAR 47.303-17(f))

**F.O.B. ORIGIN** (OCT 1993)
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

| F.O.B. Address: |
|---|
| **[CONTRACTOR FILL-IN]** |

**COMMERCIAL BILL OF LADING SHIPMENTS – CARRIER'S RATES**

The contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this contract, as identified by the administrative contracting officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the government. List the shipping costs on the invoice to the government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those cost not being reimbursed or only partially reimbursed.

**UNILATERAL AMENDED SHIPPING INSTRUCTIONS (ASIs), F.O.B. ORIGIN**

(a) An ASI is a change to the shipping instructions of one or more units or shipment lots of a contract line item. Multiple ASIs for multiple contract line items may be issued under one document.

(b) Unilateral ASIs with changes only to the "Ship To and Mark For" instructions, issued 20 calendar days or more before the contract scheduled delivery date, shall be accepted by the Contractor at no change in contract price.

(c) All other ASIs, including those requiring a change to the "Ship To and Mark For" which are issued 19 days or less before the contract scheduled delivery date; and those for changes to the preservation, packaging, and packing requirements or the f.o.b. point, shall be subject to the negotiation of an equitable adjustment under the contract.

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

**252.232-7006** **WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS** (JAN 2023)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

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

(1) *Document type*. The Contractor shall use the following document type(s).

_____

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

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

_____

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

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | |
| Issue By DoDAAC | |
| Admin DoDAAC | |

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

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

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g.* timesheets) in support of each payment request.

(5) *WAWF email notifications*. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____

_____

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

(g) *WAWF point of contact.*

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

_____

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

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

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

| ACRN | Accounting and Appropriation Chargeable Funds Citation | Amount Chargeable |
|---|---|---|
| **AB** | 9711X8242 .0002 4F X LC SH CQARBR 000000 00000 001000 503000 F03000 | $0.00 |
| PSR: 494447 FSR: 068188 DSR: 220269 CIN: F2DCCW6162A1010000AB | | |
| | **ACRN TOTAL** | **$ 0.00** |

**TRANSPORTATION APPROPRIATION CHARGEABLE**

The Transportation Allotment Identification (TAI) relates directly to the above ACRN(s). For example the TAI "TAA" is for the same line item(s) as ACRN "AA".

FMS TRANSPORTATION ALLOTMENT SHALL BE USED ONLY WHEN SHIPMENT ON GOVERNMENT BILL OF LADING IS AUTHORIZED

| TAI | ATAC | FMS ALLOTMENT |
|---|---|---|
| TAA | DFMS | 9711X8242.0002 4FX LCSH CQARBR 000000 00000 0 |

## PART II - CONTRACT CLAUSES
## SECTION I
## CONTRACT CLAUSES

**5352.201-9101** **OMBUDSMAN** (JUN 2023)
(IAW DAFFARS 5301.9103)

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

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

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, **Tyler Ouellette** at **385 519 -8206 __**, FAX **000 000 -0000**, email **tyler.ouellette@dla.mil** . Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

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

**52.203-19** **PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS** (JAN 2017)
(IAW FAR 3.909-3 (b))

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

**252.203-7002** **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022)
(IAW DFARS 203.970)

**52.204-13** **SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018)
(IAW FAR 4.1105(b))

**52.204-18** **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))

**52.204-19** **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))

**52.204-21** **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021)
(IAW FAR 4.1903)

**52.204-23** **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023)
(IAW FAR 4.2004)

**52.204-25** **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))

**52.204-27** **PROHIBITION ON A BYTEDANCE COVERED APPLICATION** (JUN 2023)
(IAW FAR 4.2203)

**52.204-30** **FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS- PROHIBITION** (DEC 2023)
(IAW FAR 4.2306(c))

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

**252.204-7003** **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))

**252.204-7012** **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024)
(IAW Class Deviation 2024-O0013 Rev. 1)

**252.204-7015** **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))

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

**252.204-7020** **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

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

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

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

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—
(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and
(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and
(B) A corresponding affirmation of continuous compliance by an affirming official;
(2) With regard to Final CMMC Status—
(i) Not older than 1 year for Final Level 1 (Self), with—
(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and
(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

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

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

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

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

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

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

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

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

(1) Final Level 1 (Self).
(2) Conditional Level 2 (Self).
(3) Final Level 2 (Self).
(4) Conditional Level 2 (C3PAO).
(5) Final Level 2 (C3PAO).
(6) Conditional Level 3 (DIBCAC).
(7) Final Level 3 (DIBCAC).

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

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

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

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

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

(d) *Requirements*. The Contractor shall—

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

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

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

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

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

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

(e) *Reporting*. The Contractor shall—

(1) Submit to the Contracting Officer—

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

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

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

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

(f) *Subcontracts*. The Contractor shall—

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

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

**252.204-7022** **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of $1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

**52.209-4** **FIRST ARTICLE APPROVAL--GOVERNMENT TESTING** (SEP 1989)
(IAW FAR 9.308-2(a)(1), FAR 9.308-2(b)(1))

(a) The Contractor shall deliver ____**____units(s) of Lot/Item ____*____ within ____***____ calendar days from the date of this contract to the Government at ____****____ for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

| First Article Item | **Quantity | ***Calendar Days | ****Type/Location |
|---|---|---|---|
| 0001AC | 1 | See CLIN 0001AC | B FB2029 |

(b) Within ____**____ calendar days after the Government receives the first article, 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.

| *Lot/Item | **Approval Days | ELIN No. |
|---|---|---|
| 0001AC | 90 | |

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, 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 furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit 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 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, the Contractor—

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(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) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) 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.

(i) 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.

(The above Clause/Provision has been modified.)

**52.209-10** **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS** (NOV 2015)
(IAW FAR 9.108-5(b))

**52.211-5** **MATERIAL REQUIREMENTS** (AUG 2000)
(IAW FAR 11.302)

**52.211-15** **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)
(IAW FAR 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**252.211-7003** **ITEM UNIQUE IDENTIFICATION AND VALUATION** (JAN 2023)
(IAW DFARS 211.274-5(a), DFARS 212.301(f)(xii))

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

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

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

(c) *Unique item identifier.*

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

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| | See Schedule as Applicable |
| | |

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| *Items less than $5000, which require UID, will be specifically identified in the schedule. | See Schedule as Applicable |
| | |

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____( or See Schedule as Applicable).
(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____( or See Schedule as Applicable).
(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/ .
(2) Embedded items shall be reported by one of the following methods—
(i) Use of the embedded items capability in WAWF;
(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

**52.213-4** **TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEVIATION 2025-O0003 and 2025-O0004)** (MAR 2025)
(IAW FAR 13.302-5(d))

**52.215-8** **ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT** (OCT 1997)
(IAW FAR 15.209(h))

**52.219-28** **POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION** (JAN 2025)
(IAW FAR 19.309(c)(1))

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

(1) The Contractor represents that it **[ ]** is, **[ ]** is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it **[ ]** is, **[ ]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it **[ ]** is, **[ ]** is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it **[ ]** is, **[ ]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it **[ ]** is, **[ ]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) and through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it **[ ]** is, **[ ]** is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that—

(i) It **[ ]** is, **[ ]** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It **[ ]** is, **[ ]** is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

*[Contractor to sign and date and insert authorized signer's name and title.]*

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

**52.222-20** **CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT** (JUN 2020)
(IAW FAR 22.610)

**52.222-29** **NOTIFICATION OF VISA DENIAL** (APR 2015)
(IAW FAR 22.810(g))

**52.222-50** **COMBATING TRAFFICKING IN PERSONS** (OCT 2025)
(IAW FAR 22.1705(a)(1))

**52.223-23** **SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004)** (MAR 2025)
(IAW 23.109(a))

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

**252.223-7009** **PROHIBITION OF PROCUREMENT OF FLUORINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS** (MAR 2024)
(IAW DFARS 223.7404)

**52.224-3** **PRIVACY TRAINING** (JAN 2017)
(IAW FAR 24.302(a))

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

**252.225-7002** **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** (MAR 2022)
(IAW DFARS 225.1101(3))

**252.225-7013** **DUTY-FREE ENTRY** (AUG 2025)
(IAW DFARS 225.1101(4))

**252.225-7027** **RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES** (APR 2003)
(IAW DFARS 225.7307(a))

(b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

**252.225-7028** **EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS** (APR 2003)
(IAW DFARS 225.7300, DFARS 225.7307(b))

**252.225-7048** **EXPORT-CONTROLLED ITEMS** (JUN 2013)
(IAW DFARS 225.7901-4)

**252.225-7972** **PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (AUG 2024) (DEVIATION 2024-O0014)** (AUG 2024)
(IAW Deviation 2024-O0014)

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

*Covered foreign country* means any of the following:

(1) The People's Republic of China.

(2) The Russian Federation.

(3) The Islamic Republic of Iran.

(4) The Democratic People's Republic of Korea.

(b) *Prohibition*. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not—

(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from—

(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

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

(End of clause)

**52.226-8** **ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (MAY 2024)
(IAW FAR 26.605)

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

**52.232-23** **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))

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

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

**252.232-7003** **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS** (DEC 2018)
(IAW DFARS 232.7004(a))

(a) Definitions. As used in this clause—
"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—
(i) Advance payments;
(ii) Performance-based payments;
(iii) Commercial advance and interim payments;
(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—
(i) Invoice payments;
(ii) Payments for partial deliveries; or
(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—
(i) Payments for partial deliveries that have been accepted by the Government;
(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
(1) Electronic Data Interchange.
(2) Secure File Transfer Protocol.
(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

**52.240-1** **PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES** (NOV 2024)
(IAW FAR 40.202-8)

**52.243-1** **CHANGES--FIXED-PRICE** (AUG 1987)
(IAW FAR 43.205(a)(1))

**252.243-7001** **PRICING OF CONTRACT MODIFICATIONS** (DEC 1991)
(IAW DFARS 243.205-70)

**252.244-7000** **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (NOV 2023)
(IAW DFARS 244.403)

**252.246-7007** **CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** (JAN 2023)
(IAW DFARS 246.870-3(a))

**252.246-7008** **SOURCES OF ELECTRONIC PARTS** (JAN 2023)
(IAW DFARS 246-870-3(b))

**52.247-1** **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

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

**252.247-7028** **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)

**FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors**

**M11 Approved Suppliers for Circuit Card Assemblies and Printed Circuit Boards within Federal Supply Class (FSC) 5998 Electrical and Electronic Assemblies, Boards, Cards, and Associated Hardware (MAR 2023)**

(1) Application:
(a) Applies to procurements for circuit card assemblies and printed circuit boards within FSC 5998 regardless of the dollar value.
(2) Definitions: As used in this procurement note:
(a) Circuit card assembly means any flat board with electronic components placed on it. (b) Printed circuit Board means any partially manufactured or complete bare printed circuit board or fully or partially assembled printed circuit board.
(3) Restrictions:
(a) Circuit card assemblies and printed circuit boards within this FSC are restricted to the sources of supply listed below.
(b) The Government cannot procure a circuit card assembly or printed circuit board that is manufactured, assembled, or delivered from a Covered Nation (see Covered Nation definition in DLAD 2.101) under this solicitation or any resulting contract.
(4) Sources of Supply:
(a) The approved source (e.g., Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM)) for the item specified in the solicitation and contract; or (b) The approved source on the applicable Qualified Products List (QPL)/Qualified Manufacturers List (QML); or (c) The authorized distributors of the OCM/OEM or QPL/QML for the item specified in the solicitation and contract that can provide supply chain traceability documentation of the item in accordance with DLAD Procurement Note *C03 Contractor Retention of Supply Chain Documentation (June 2023)*; or (d) Distributors with a written authorized distribution agreement from the approved source of supply (i.e., OCM/OEM) of the item specified in the solicitation or contract that can provide supply chain traceability documentation of the item in accordance with the DLAD Procurement Note: *C03 Contractor Retention of Supply Chain Documentation (June 2023).* Examples of acceptable supply chain documentation can be found at *https://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance- Program/*.
(5) Requirements:
(a) The awardee must also meet the following requirements:
(i) Provide post award traceability documentation. If the contracting officer is unable to obtain traceability accounting for 100% of the material, the contracting officer reserves the right to reject the material based on the above prohibition.

(ii) Obtain written contracting officer approval prior to shipment.

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

| Form Number | Description/File Name | Date | Number of Pages |
|---|---|---|---|
| DD 1423-1 | CDRLFATP.pdf | 19MAR2026 | 3 |
| DD 1423-1 | CDRLCPP.pdf | 04MAY2026 | 3 |
| DD 1423-1 | CDRLFATR.pdf | 04MAY2026 | 3 |
| | EDL.pdf | 10MAY2024 | 2 |
| | SOW.pdf | MAR 2024 | 4 |

# PART IV - REPRESENTATIONS AND INSTRUCTIONS
## SECTION K
## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

**252.203-7005** **REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2022)
(IAW DFARS 203.171-4(b))

**52.204-8** **ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2025-O0003 and 2025-O0004)** (MAR 2025)
(IAW FAR 4.1202(a))

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

(2) The small business size standard is **750**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees 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 $200,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219–1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or
when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219–2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) [Reserved]
(xv) [Reserved]
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xix) [Reserved]
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) (xii) 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 Transaction 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.]**

**X** (i) 52.204-17, Ownership or Control of Offeror.
**X** (ii) 52.204-20, Predecessor of Offeror.
**X** (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
**(see note)** (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification. ). (**Note: If this clause is applicable it will be listed in the appropriate clause section of this document.**)
___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
(vi) 52.227-6, Royalty Information.
___(A) Basic.

___ (B) Alternate I.
___(vii) 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 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.

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

**252.204-7007** **ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (OCT 2025)
(IAW DFARS 204.1202)

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

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

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

___ (i) Paragraph (e) applies.

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

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

(i) 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representation. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; **[*Contracting Officer check as appropriate.*]**

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
_X_ (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 No. | Title | Date | Change |
|---|---|---|---|
| | | | |

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

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

**252.204-7016** **COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION** (DEC 2019)
(IAW 204.2105(a))

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204–7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https:// www.sam.gov) for entities excluded from receiving federal awards for ‘‘covered defense telecommunications equipment or services’’.
(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**252.204-7017** **PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION** (MAY 2021)
(IAW DFARS 204.2105(b))

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

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in

the 252.204–7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

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

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

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

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

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

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

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

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

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

**252.204-7019** **NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(d))

(a) *Definitions*.

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation)

(see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(*2*) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

| System Security Plan | CAGE Codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total Score | Date score of 110 will achieved |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

**52.207-4** **ECONOMIC PURCHASE QUANTITY--SUPPLIES** (AUG 1987)
(IAW FAR 7.203)

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

_____

_____

_____

_____

_____

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

**OFFEROR RECOMMENDATIONS**

| ITEM | QUANTITY | QUOTATION | PRICE TOTAL |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

(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 re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW** (FEB 2016)
(IAW FAR 9.104-7(d))

(b) The Offeror represents that—

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

(2) It **is [ ] is not [ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

**THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(iii):**

**52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)**

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

| Listed end product | Listed countries of origin |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

**[ ]** (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

**[ ]** (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**52.225-18** **PLACE OF MANUFACTURE** (AUG 2018)
(IAW FAR 25.1101(f))

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product 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**.

## VERIFICATION OF ELIGIBILITY OF SMALL BUSINESS JOINT VENTURES

A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

(A) Small business;
(B) Service-disabled veteran-owned small business;
(C) Women-owned small business (WOSB) under the WOSB Program;
(D) Economically disadvantaged women-owned small business under the WOSB Program; or
(E) Historically underutilized business zone small business.

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

**52.204-7** **SYSTEM FOR AWARD MANAGEMENT** (NOV 2024)
(IAW FAR 4.1105(a)(1))

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

**52.204-22** **ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017)
(IAW FAR 4.1008)

**52.204-24** **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW FAR 4.2105(a))

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

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

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

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

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

**52.204-26** **COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION** (OCT 2020)
(IAW FAR 4.2105(c))

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and ''reasonable inquiry'' have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representations.*

(1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM** (MAR 2023)
(IAW DFARS 204.7604)

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

*Item risk* means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

*Price risk* means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

*Supplier risk* means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at *https://piee.eb.mil/,* will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.
(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.
(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at *https://www.sprs.csd.disa.mil/reference.htm.* Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at *https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.*

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

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

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the

Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: _____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

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

**FIRST ARTICLE APPLICABILITY AND/OR CONDITIONS FOR WAIVER** (FEB 2013)
(IAW FAR 9.306(c))

(a) First Article Testing is a requirement of this contract. This requirement may be waived by the Contracting Officer, if the bidder/offeror meets any one of the conditions for waiver listed below *** and in the instance of a prior contract, not more than ___*__ months have elapsed since the completion of that contract:

| Lot/Item | *Months Since Completion of Contract |
|---|---|
| **0001** | **60** |

(b) Bidders who meet the conditions for waiver set forth below shall submit a bid or proposal on Bid/Offer "B" which does not require compliance with the First Article Approval provision set forth herein and furnish the following information in the individual solicitation: Contract No. _____, Contract Item No. _____, Date of Contract. _____, Name & Address of Government Agency issuing the Contract. **Failure to include this information will render the IFB(s) non-responsive and may cause rejection of RFP(s).**

(c) Bidders/offerors who do not meet the conditions for waiver set forth below shall submit a bid on Bid/Offer, “A” which includes compliance with First Article Approval.

(d) Performance or other characteristics, which the First Article must meet, and detailed technical data requirements for testing of the First Article (including necessary data to be submitted in First Article Test Report, if applicable) are as set forth in this solicitation.

(e) The approved First Article ___**___ serve as a manufacturing standard.

| Lot/Item | **Serve as a Manufacturing Standard |
|---|---|
| **0001** | **WILL NOT** |
| | |

(f) Waivers

| Lot/Item | ***Conditions for Waiver |
|---|---|
| 0001 | Previously furnished to prime contractor for delivery to DoD |
| 0001 | Currently in production for Air Force |
| 0001 | Previously furnished to Air Force |
| | |

**52.211-14** **NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE** (APR 2008)
(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

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

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

(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-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *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)

**52.247-46** **SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS** (APR 1984)
(IAW FAR 47.305-3(b)(4)(ii))

**52.252-1** **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

**NOTE:** After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

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

**EVALUATION COST FACTOR FOR FIRST ARTICLE** (OCT 1988)
(IAW FAR 9.306(i))

The cost to the Government for first article testing or engineering review and approval of first article test reports (where preliminary Contractor testing is required), as applicable, shall be a factor in the evaluation of this solicitation. The factor to be used in evaluation shall be

| Lot/Item | Evaluation cost |
|---|---|
| **0001** | **$ 20,000.00** |
| | |

**EVALUATION CRITERIA FOR AWARD** (OCT 1997)
(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

| Evaluation Factors | Order of Importance |
|---|---|
| **Price or Cost** | **01** |

All evaluation factors other than cost or price, when combined, are **Significantly Less Important than Cost or Price** .

**NOTICE FOR OPTIONS:** Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

**52.247-47** **EVALUATION-F.O.B. ORIGIN** (JUN 2003)
(IAW FAR 47.305-3(f)(2))

(a) The Government normally uses _____*_____ methods of transportation by regulated common carrier for shipment within the contiguous United States.

| * ITEM NO | MODE OF TRANSPORTATION |
|---|---|
| 0001AD | Surface |
| | |