SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: N6588625PR00128

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: N6852026Q1015

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Robert Miedzinski

b. TELEPHONE NUMBER *(No collect calls)*: 771-237-1658

8. OFFER DUE DATE/ LOCAL TIME: 14 Aug 2026 12:00 PM

9. ISSUED BY — CODE: N68520

FLEET READINESS CENTER
ATTN CHIEF OF STAFF, 47038 MCLEOD ROAD, BLDG 448
PATUXENT RIVER, MD 20670
UNITED STATES
Robert Miedzinski, Email: robert.m.miedzinski.civ@us.navy.mil Telephone: 771-237-1658

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [x] SET ASIDE: 100 % FOR:

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 541519

SIZE STANDARD: USD 34,000,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS:

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) [ ]

13b. RATING:

14. METHOD OF SOLICITATION
- [x] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE:

See Schedule

16. ADMINISTERED BY — CODE:

17a. CONTRACTOR/ OFFEROR — CODE: — FACILITY CODE:

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE:

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

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

- [x] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

Section A - Solicitation/Contract Form

FRCSE HP MJF 3D Printer Maintenance and Service

Points of Contact

Contracting Officer
Beverley Rhamdeow
beverley.s.rhamdeow.civ@us.navy.mil

Contract Specialist
Robert Miedzinski
robert.m.miedzinski.civ@us.navy.mil

This procurement provides comprehensive maintenance and service for two (2) Hewlett Packard (HP) Multi Jet Fusion (MJF) 4200 3D printers located at Fleet Readiness Center Southeast (FRCSE) in Jacksonville, Florida. Up-to-date and continued maintenance services are needed to continue supporting the depot in making parts for aircrafts. The Contractor shall provide all labor, equipment, tools, material, transportation and qualified personnel necessary to perform annual comprehensive system maintenance and technical support services for the FRCSE HP MJF 4200 3D printers.

PMT PID#: N68520-25-RFPREQ-HJ00000-0430

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Annual Comprehensive Maintenance Agreement for two (2) HP Multi-Jet Fusion 4200 3D Printers in accordance with the Statement of Work (SOW). Pricing Arrangement: Firm Fixed Price	1	Each		
0002	Re-certification for NAS System 1 and NAS System 2. Pricing Arrangement: Firm Fixed Price	2	Each		
0003	Repair and parts needed for the re-certification of NAS System 1. Pricing Arrangement: Firm Fixed Price	1	Lot		
0004	Repair and parts needed for the re-certification of NAS System 2. Pricing Arrangement: Firm Fixed Price	1	Lot		
0005	Data Deliverables - CDRL A001: Technical data in accordance with the Statement of Work (SOW), in support of CLINs 0001, 0002, 0003, and 0004. Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1001	Annual Comprehensive Maintenance Agreement for two (2) HP Multi-Jet Fusion 4200 3D Printers in accordance with the Statement of Work (SOW). Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 1005	Data Deliverables - CDRL AA01: Technical data in accordance with the Statement of Work (SOW), in support of CLIN 1001. Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 2001	Annual Comprehensive Maintenance Agreement for two (2) HP Multi-Jet Fusion 4200 3D Printers in accordance with the Statement of Work (SOW). Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 2005	Data Deliverables - CDRL AB01: Technical data in accordance with the Statement of Work (SOW), in support of CLIN 2001.	1	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 3001	Annual Comprehensive Maintenance Agreement for two (2) HP Multi-Jet Fusion 4200 3D Printers in accordance with the Statement of Work (SOW). Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 3005	Data Deliverables - CDRL AC01: Technical data in accordance with the Statement of Work (SOW), in support of CLIN 3001. Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4001	Annual Comprehensive Maintenance Agreement for two (2) HP Multi-Jet Fusion 4200 3D Printers in accordance with the Statement of Work (SOW). Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4005	Data Deliverables - CDRL AD01: Technical data in accordance with the Statement of Work (SOW), in support of CLIN 4001. Pricing Arrangement: Firm Fixed Price	1	Each		

Section C - Description/Specifications/Statement of Work

Statement of Work - See Attachment 1

Requirements

This is for a non-personal services contract to provide maintenance services for Hewlett Packard (HP) Multi-Jet Fusion 4200 3D printers.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

CTXT.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (May 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

DTXT.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (Oct 2021)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, 32 CFR Part 117.

(b) The contractor shall prominently display on the cover of each report the following information:

(1) Name and business address of contractor.

(2) Contract Number/Delivery/Task order number.

(3) Contract/Delivery/Task order dollar amount.

(4) Whether the contract was competitively or non-competitively awarded.

(5) Name of sponsoring individual.

(6) Name and address of requiring activity.

DTXT.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (Feb 2025)

Technical Data and Information produced or handled in support of this contract shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM) codifying 32 Code of Federal Regulation Part 117, NIPSOM Rule.

Section E - Inspection and Acceptance

Additional Regulation or Supplemental Clauses Incorporated by Full Text

ETXT.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (Feb 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [N/A]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
0002	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
0003	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST

	BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
0004	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
0005	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 1005	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract.

	DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 2005	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
	Inspection and Acceptance Location

Option Line Item 3005	Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143
Option Line Item 4005	Inspection and Acceptance Location Both Destination Instructions: The TPOC will be responsible for all inspection and acceptance tasks for this contract. DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143

Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Period of Performance From 24 Aug 2026 To 23 Aug 2027	1 Each		
0002	Period of Performance From 24 Aug 2026 To 23 Aug 2027	2 Each		
0003	Period of Performance From 24 Aug 2026 To 23 Aug 2027	1 Lot	Place of Performance DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143	FoB Details Contractor Destination
0004	Period of Performance From 24 Aug 2026 To 23 Aug 2027	1 Lot	Place of Performance DoDAAC: N65886 CountryCode: USA FLEET READINESS CENTER SOUTHEAST BLDG 101 NADEP N65886, NAVAL AIR STATION JACKSONVILLE, FL 32212-0016 UNITED STATES Matthew Simon, Technical Point of Contact Email: matthew.t.simon7.civ@us.navy.mil Telephone: 904-790-5143	FoB Details Contractor Destination

0005	Period of Performance From 24 Aug 2026 To 23 Aug 2027	1 Each		
Option Line Item 1001	Period of Performance From 24 Aug 2027 To 23 Aug 2028	1 Each		
Option Line Item 1005	Period of Performance From 24 Aug 2027 To 23 Aug 2028	1 Each		
Option Line Item 2001	Period of Performance From 24 Aug 2028 To 23 Aug 2029	1 Each		
Option Line Item 2005	Period of Performance From 24 Aug 2028 To 23 Aug 2029	1 Each		
Option Line Item 3001	Period of Performance From 24 Aug 2029 To 23 Aug 2030	1 Each		
Option Line Item 3005	Period of Performance From 24 Aug 2029 To 23 Aug 2030	1 Each		
Option Line Item 4001	Period of Performance From 24 Aug 2030 To 23 Aug 2031	1 Each		
Option Line Item 4005	Period of Performance From 24 Aug 2030 To 23 Aug 2031	1 Each		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

FTXT.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (Feb 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A], attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first /subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, N/A (Delivery to PCO not required)

(2) ACO, N/A (Delivery to ACO not required)

(3) TPOC, Code: FRCSE (N65886)

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: [See Exhibit A]

FTXT.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (Mar 1999)

(a) The contract shall commence on [August 24, 2026] and shall continue [for a period of 60 months (5 years)]. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

Invoice 2in1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	N64142
Issue By DoDAAC	N68520
Admin DoDAAC	N68520
Inspect By DoDAAC	N65886
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N68520
Service Acceptor (DoDAAC)	N65886
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) *WAWF point of contact.*

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

Michelle Dunston; michelle.f.dunston.civ@us.navy.mil; frcse_procurement_gr@navy.mil

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

GTXT.232-0001 PAYMENT INSTRUCTIONS (NAVAIR) (May 2023)

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions - Commercial Products and Commercial Services; 52.216-7, Allowable Cost and Payment; 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable contract line item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the line item billed.
52.232-1, Payments, 252.217-7007, Payments (vessel repair and alterations)	Navy Shipbuilding Invoice (Fixed Price)	X	X	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

52.232-1, Payments; 52.232-2, Payments Under Fixed-Price Research and Development Contracts; 52.232-3, Payments Under Personal Services Contracts; 52.232-4, Payments Under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments Under Communication Service Contracts With Common Carriers	Invoice	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line item or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments (excluding contracts with multiple lot progress payments)	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress payments are considered contract level financing, and the "contract price" shall reflect the fixed-price portion of the contract per FAR 32.501-3.
52.232-16, Progress Payments; 252.232-7018, Progress Payments-Multiple Lots	Progress Payment*	X	X	N/A	Lot-wide proration (applies to lots specifically identified in the contract). If there is more than one ACRN within a lot, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the lot for

					which payment is requested.
52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services; 52.232-30, Installment Payments for Commercial Products and Commercial Services	Commercial Product and Commercial Service Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account (s) to be charged for each payment approval in accordance with FAR 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the administrative contracting officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNS which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance -based payment, or commercial product and commercial service financing).

GTXT.201-9500 TECHNICAL POINT OF CONTACT (TPOC) (NAVAIR) (Apr 2022)

(a) The Technical Point of Contact (TPOC) for this contract is:

Matthew Simon

matthew.t.simon7.civ@us.navy.mil

904-790-5143

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this TPOC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.

(d) The contractor shall immediately notify the PCO in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

Section H - Special Contract Requirements

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.246-7008	Sources of Electronic Parts.	Jan 2023
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

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

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (5 years)(months) (years).

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

LIMITATIONS ON SUBCONTRACTING (FEB 2026) (DEVIATION 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

☑ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

Section J - List of Attachments

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit_A CDRLs (A001 - AD01)	Contract Data Requirements List (CDRL)		30 Jul 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	HP Printer - Statement of Work	Statement of Work		27 Jul 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

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

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

(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.

(End of provision)

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

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(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.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

ADDENDUM TO FAR 52.212-1

INSTRUCTIONS TO OFFERORS - SECTION L

Offerors shall submit a proposal that conforms to the requirements of this solicitation and addresses all tasking identified in the Statement of Work (SOW). Offerors shall submit complete pricing information in accordance with Section B, including all applicable Contract Line Item Numbers (CLINs), and any supporting information necessary for the Government to evaluate the proposed prices.

FAR Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

LTXT.233-9500 AUTHORIZED PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (Feb 2025)

(a) Authorized agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. Authorized protests to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) In accordance with FAR 16.505(a)(10)(i)-(ii), agency protests/appeals of task/delivery orders under multiple award contracts are only authorized on the grounds that the task/delivery order increases the scope, period, or maximum value of the contract and the order is not in excess of the threshold set forth at FAR 16.505(a)(10)(i)(B)(2).

(c) The protester may request an independent review of the Contracting Officer's protest decision by filing a written appeal with:

The Chief of the Contracting Office:

Tracy A. Medford

COMFRC Procurement Group CCO

tracy.a.medford.civ@us.navy.mil

(d) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the issuance of the Contracting Officer's protest decision. (In the computation of the 10 calendar day period, the day the Contracting Officer's protest decision is issued is not included.)

The appeal shall include the following content:

(1) the name, mailing address, telephone numbers and email address of the appellant;

(2) the solicitation or contract number;

(3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant;

(4) copies of relevant documents;

(5) a request for an independent review by the Chief of the Contracting Office;

(6) a statement as to the form of relief requested; and,

(7) all information establishing the timeliness of the appeal.

Appeals that do not address each of the seven (7) content elements will be denied as facially deficient in complying with minimum content requirements.

(e) Protestors requesting an independent review of the Contracting Officer's protest decision shall notify the Contracting Officer in writing that an appeal has been filed with the Chief of the Contracting Office within one day of submitting the appeal.

LTXT.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (Feb 1995)

The anticipated award date for this requirement is [August 24, 2026]. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

Section M - Evaluation Factors for Award