SOLICITATION/CONTRACT

BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, and 27

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: **DO: A1**

PAGE OF

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE	6. SOLICITATION ISSUE DATE
		SPRTA1-26-R-0370	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	**31 JUL 2026**

7. ISSUED BY CODE **SPRTA1**

DLA WEAPONS SUPPORT AT OKLAHOMA CIT
DLR PROCUREMENT OPERATIONS (AO)
3001 STAFF DRIVE
TINKER AFB OK 73145-3070
BUYER: Al Dacalio/AAOA
alson.dacalio@us.af.mil
Phone: (405) 855- 7148

NO COLLECT CALLS

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

☐ SMALL BUSINESS
☐ HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8(A)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

NORTH AMERICAN INDUSTRY CLASSIFICATI SYSTEM (NAICS): **336412**

SIZE STANDARD: **1,500**

9. *(Agency Use)*

LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL **31-AUG-2026 3:00PM**

10. ITEMS TO BE PURCHASED *(Brief Description)*

☒ SUPPLIES ☐ SERVICES **Aircraft Engine and Engine Parts Manufacturing**

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN ____

CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY CODE

SCD:B

13. CONTRACTOR OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER UNIQUE ENTITY IDENTIFIER

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

14. PAYMENT WILL BE MADE BY CODE

(SEE ESP CLAUSE 252.232-7003.)

SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: **14** **EFT:T**

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 253 ( ) ( )

17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 30 days. **-- SPARES MANUFACTURE REQUIREMENT** **SEE LINE ITEM SCHEDULE**			**Total**	

23. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

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

$

25. 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 CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION ☐ NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR

28. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

NAME AND TITLE OF SIGNER *(Type or Print)*	DATE SIGNED	NAME OF CONTRACTING OFFICER	DATE SIGNED

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM *(Include ZIP Code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:

ATTN: Al Dacalio/AAOA
DLA WEAPONS SUPPORT AT OKLAHOMA CIT
DLR PROCUREMENT OPERATIONS (AO)
3001 STAFF DRIVE
TINKER AFB OK 73145-3070

SOLICITATION NUMBER **SPRTA126R0370**

DATE AND LOCAL TIME 31 AUG 2026 3:00 PM

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

NEW MANUFACTURED MATERIAL

Item No.
0001

Firm Fixed Price

From Quantity	U/I	To Quantity	U/I	Unit Price
14	EA	37	EA	
Quantity Range A				
38	EA	61	EA	
Quantity Range B				
62	EA	84	EA	

CLIN	ACRN	ACRN Total
0001	AA	

NSN: 3110-01-137-2472 NZ
BEARING,ROLLER,CYLI
#4 roller bearing supports the rear compressor in the core module preventing axial movement in operation.
PWA Spec 725 Steel

Manufacturer	Part Number
38443	4059297
43991	4059299
52661	40593549
78118	4061007

Associated Document(s)	Line Item(s)
FD20302601081PLN	0001

Priority: E

Inspection: Origin
Acceptance: Origin
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
IUID Required: Yes
Physical Item Markings:

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Class I ODS Substance	Application/Use	Quantity
NONE	NONE	NONE

NEW MANUFACTURED MATERIAL

Type / Ship To	PACRN	Mark For
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09
A SW3211	PAA	ACCT 09

	Type / Ship To	Quantity (U/I)	On or Before	Req No / Pri
Required Delivery				
	A SW3211	14 EA 37	9 FEB 2029	Non-MilStrip
	A SW3211	38 EA 61	9 FEB 2029	Non-MilStrip
	A SW3211	62 EA 84	9 FEB 2029	Non-MilStrip
Proposed Delivery				
	A SW3211	14 EA 37		
	A SW3211	38 EA 61		
	A SW3211	62 EA 84		

CEMS TRACKING

Item No.
0002

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	LO		

CLIN	ACRN	ACRN Total
0002	AA	

Data
CEMS TRACKING

Associated Document(s)	Line Item(s)
FD20302601081PLN	0002

Priority: E

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

TYPE / SHIP TO CODE	F.O.B.
A TBDTBD	DESTINATION

Type / Ship To	PACRN	Mark For
A TBDTBD	PAA	

	Type / Ship To	Quantity (U/I)	To be determined	Req No / Pri
Required Delivery				
	A TBDTBD	1 LO	TBD	Non-MilStrip
Proposed Delivery				
	A TBDTBD	1 LO		

TBDTBD

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: A SW3211

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

TYPE/CODE: A TBDTBD

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

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

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): **[CONTRACTOR FILL-IN]**
Item No(s): **See schedule for items with the following code(s) listed below :**
Inspection Code and Address:

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 **30 SEP 2026** . 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.

52.211-17 **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)
(IAW FAR 11.703(b))

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))

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

52.247-29 **F.O.B. ORIGIN** (FEB 2006)
(IAW FAR 47.303-1(c))

52.247-30 **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))

52.247-34 **F.O.B. DESTINATION** (NOV 1991)
(IAW FAR 47.303-6(c))

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

Applicable Item No(s)
0002

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]**

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)(iii))

(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
AA	97 X4930 .FC04 64 6 47 GT 15380E 01N000 00000 000000 503000 F03000 PSR: K42934 FSR: 013352	$0.00
	ACRN TOTAL	**$ 0.00**

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 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) The Competition Advocate (CA) at each contracting activity/office (as defined in DLAD 2.101) shall act as the ombudsman and attempt to resolve contractor complaints. DLA AVIATION – AOCA's CA/ombudsman can be reached at (385) 591-1672, facsimile (405) 734-8129. Complaints which cannot be so resolved shall be forwarded to the HQ through J-72 for resolution by the DLA competition advocate. Each activity is responsible for developing procedures for executing the duties and responsibilities of its
(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.

(The above Clause/Provision has been modified.)

52.202-1	**DEFINITIONS** (JUN 2020) (IAW FAR 2.201)
52.203-3	**GRATUITIES** (APR 1984) (IAW FAR 3.202)
52.203-5	**COVENANT AGAINST CONTINGENT FEES** (MAY 2014) (IAW FAR 3.404)
52.203-6	**RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020) (IAW FAR 3.503-2)
52.203-7	**ANTI-KICKBACK PROCEDURES** (JUN 2020) (IAW FAR 3.502-3)
52.203-8	**CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	**PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (JUN 2020) (IAW FAR 3.808(b))
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))
252.203-7001	**PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023) (IAW DFARS 203.570-3)
252.203-7002	**REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022) (IAW DFARS 203.970)

52.204-10 **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020)
(IAW FAR 4.1403(a))

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))

252.204-7003 **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))

252.204-7022 **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.

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)
(IAW FAR 9.206-2)

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

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Item No	Agency Name/Address

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

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

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

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

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

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY (JAN 2025)
(IAW FAR 9.409)

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

252.209-7004 **SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM** (MAY 2019)
(IAW DFARS 209.409)

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) (OCT 2025)
(IAW FAR 13.302-5(d))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

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

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

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Oct 2025).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

(iii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in 2.101 on the date of award of this contract).
(iv) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) (41 U.S.C.chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
(v) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(vi) 52.222-36, Equal Employment for Workers with Disabilities (Jun 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
(vii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
(viii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
(ix) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
(xi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2024) (42 U.S.C. 11001-11050 and 13101-13109) (Applies to services performed on Federal facilities).
(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products as prescribed at FAR 23.110(d)(1)).
(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
(xv) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).
(xvi) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.
(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).
(xviii) (A) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in 2.101 on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or
(2) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $50,000).

(B) Alternate I (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of domestic end product in paragraph (a) of 52.225-1: (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [Contracting officer to insert the percentage per instructions at 13.302-5(d)(4).])

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

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

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(xxiv) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system).

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (JAN 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998).* This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/dfars
https://www.acquisition.gov/affars

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

52.215-2 **AUDIT AND RECORDS--NEGOTIATION** (JUN 2020)
(IAW FAR 15.209(b)(1))

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

52.215-14 **INTEGRITY OF UNIT PRICES** (NOV 2021)
(IAW FAR 15.408(f)(1))

52.219-4 **NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS** (OCT 2022)
(IAW FAR 19.1309(b))

(b) *Waiver of evaluation preference.*

__ Offeror elects to waive the evaluation preference.

52.219-8 **UTILIZATION OF SMALL BUSINESS CONCERNS** (JAN 2025)
(IAW FAR 19.708(a))

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN** (JAN 2025)
(IAW FAR 19.708(b))

52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II** (NOV 2016)
(IAW FAR 19.708(b)(1)(ii))

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.]

52.222-19 **CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES** (JAN 2025)
(IAW FAR 22.1505(b))

52.222-21 **PROHIBITION OF SEGREGATED FACILITIES** (APR 2015)
(IAW FAR 22.810(a)(1))

52.222-26 **EQUAL OPPORTUNITY** (SEP 2016)
(IAW FAR 22.810(e))

52.222-35 **EQUAL OPPORTUNITY FOR VETERANS** (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

(a) *Definitions*. As used in this clause--
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran,' and "recently separated veteran" have the meanings given at Federal Acquisition

Regulation (FAR) 22.1301.

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

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

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(IAW FAR 22.1408(a))

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(IAW FAR 22.1310(b))

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(IAW FAR 22.1605)

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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
(IAW FAR 22.1803)

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: *https://www.e-Verify.gov* .

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)
(IAW FAR 23.109(d)(1))

(a) *Definitions.* As used in this clause--
"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.
"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (https://www.epa.gov/snap/).
"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.223-20 **AEROSOLS** (MAY 2024)
(IAW FAR 23.109(d)(3))

52.223-21 **FOAMS** (MAY 2024)
(IAW FAR 23.109(d)(4))

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)

5352.223-9000 **ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)** (JUN 2024)
(IAW DAFFARS 5323.804-90)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

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

52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES** (FEB 2021)
(IAW FAR 25.1103(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))

252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022)
(IAW DFARS 225.7002-3(a))

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

252.225-7052 **RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN** (MAY 2024)
(IAW DFARS 225.7018-5)

252.225-7061 **RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS** (JAN 2023)
(IAW DFARS 225.7023-4)

252.225-7967 **PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)** (FEB 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

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)

52.226-7 **DRUG-FREE WORKPLACE** (MAY 2024)
(IAW FAR 26.506)

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

52.227-1 **AUTHORIZATION AND CONSENT** (JUN 2020)
(IAW FAR 27.201-2(a)(1))

52.227-2 **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020)
(IAW FAR 27.201-2(b))

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

52.229-12 **TAX ON CERTAIN FOREIGN PROCUREMENTS** (FEB 2021)
(IAW 29.402-3(b))

252.229-7014 **FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS.** (OCT 2022)
(IAW DFARS 229-402(k))

52.232-1 **PAYMENTS** (APR 1984)
(IAW FAR 32.111(a)(1))

52.232-8 **DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002)
(IAW FAR 32.111(b)(1))

52.232-11 **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))

52.232-17 **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))

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

52.232-25 **PROMPT PAYMENT** (JAN 2017)
(IAW FAR 32.908(c))

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of

Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **7th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 32.1110(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)
52.233-1	**DISPUTES** (MAY 2014) (IAW FAR 33.215)
52.233-3	**PROTEST AFTER AWARD** (AUG 1996) (IAW FAR 33.106(b))
52.233-4	**APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004) (IAW FAR 33.215(b))
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)
52.242-13	**BANKRUPTCY** (JUL 1995) (IAW FAR 42.903)
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)

252.243-7002 **REQUESTS FOR EQUITABLE ADJUSTMENT** (DEC 2022)
(IAW DFARS 243.205-71)

52.244-6 **SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003)** (MAR 2025)
(IAW FAR 44.403)

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

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)

52.249-1 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)** (APR 1984)
(IAW FAR 49.502(a)(1))

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** (APR 2012)
(IAW FAR 49.502(b)(1)(i))

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))

52.252-2 **CLAUSES INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(b))

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

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).

52.253-1 **COMPUTER GENERATED FORMS** (JAN 1991)
(IAW FAR 53.111)

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

Form Number	Description/File Name	Date	Number of Pages
1653	TRNSPDATA_REPORT.pdf Report	07APR2026	2

158	PKGRQMT_REPORT.pdf Report	07APR2026	1

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 **336412**.

(2) The small business size standard is **1,500**.

(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
.

(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.

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)
(IAW FAR 9.109-5)

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.

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)
(IAW FAR 23.502)

(a) This representation shall be completed if the Offeror received $7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [*Offeror is to check applicable blocks in paragraphs (b)(1) and (2)*.]

(1) The Offeror (itself or through its immediate owner or highest-level owner) **[ ] does, [ ] does not** publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) **[ ] does, [ ] does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

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**.

252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS-REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)
(IAW CLASS DEVIATION 2024-O0006, REVISION 1)

52.229-11 TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (JUN 2020)
(IAW FAR 29.402-3(a))

(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.

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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W– 14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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)

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.

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.

52.211-9009 **NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (DLAD)** (APR 2002)
(IAW DLADFARS 11.304-91(b))

52.215-1 **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** (NOV 2021)
(IAW FAR 15.209(a))

252.215-7008 **ONLY ONE OFFER** (DEC 2022)
(IAW DFARS 215.408(3))

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to—

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).
(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].
(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

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

52.216-1 **TYPE OF CONTRACT** (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a **(see individual line item)** contract resulting from this solicitation.

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)

52.233-2 **SERVICE OF PROTEST** (SEP 2006)
(IAW FAR 33.106(a))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **(See page 1 Issuing Office)**.

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

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).

1.0 General Information

(a) This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation.

(c) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

(d) The proposal acceptance period is specified in Section A of the model contract/solicitation. The offer shall make a clear statement in Section A of the proposal documentation that the proposal is valid until this date.

2.0 General Information

2.1 Point of Contact:
The **sole** point of contact for this acquisition is identified in block 7 of the RFP. Address any questions or concerns you may have to this individual. Written requests for clarification may be sent to the address located in Section A of the RFP.

2.2 Discrepancies:
If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

3.0 Proposals

3.1 Factor 1 – Cost/Price
Completion of the RFQ, Section B Schedule will represent the price proposal.

3.2 Factor 2 – Technical
Technical proposals are not required. Technical acceptability will be determined based on the offerors compliance with the requirement as stated in the Section B Schedule and/or any referenced specifications, engineering notes and all other attachments herein (as applicable and/or attached). **Technical Sub Factor:** Delivery: All the requirements specified in the solicitation are mandatory to include compliance with the Government's required delivery schedule. Offeror proposed delivery must meet or be less than the required delivery in order to be determined responsive to the Solicitation. Offeror shall factor this required delivery into their manufacturing plans, costs, etc., and propose accordingly. Any offer that does not meet the required delivery shall be determined nonresponsive to the Solicitation and be ineligible for award.

4.0 CONTRACT DOCUMENTATION
The purpose of this section is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the solicitation. This includes:

4.1.1 Section A - Solicitation/Contract Form
Completion of blocks 11, 13, 14, 15, and 27 with Name, Title, and date included. Signature by the offeror on the SF 1447 constitutes an offer, which the Government may accept.

4.1.2 Section B - Supplies or Services and Costs/Prices
All pricing information shall be addressed Section B – The Schedule of the RFP. Information shall be limited to Contract Line Item Number, (CLIN), Sub-CLIN or ELIN level pricing, including unit and extended pricing as specified in Section B.

Price competition is expected: However, by submitting an offer for this solicitation

requirement, all offerors are under constructive and specific notice that in the event that Only One Offer is received, and Offeror is notified IAW DFARS Clause 252.215-7008 "ONLY ONE OFFER", the Offeror SHALL comply with subject clause as well as 52.215-20 and 52.215-21 to supply any additional cost or pricing data as required by the Contracting Officer in order to determine whether the price is fair and reasonable. If your proposal exceeds the $2M threshold for obtaining certified cost or pricing data, the cost data must be certifiable and may be submitted to DCMA and/or DCAA for audit. **Once an Offerer is notified IAW 252.215-7008(A)(1) and (A) (2), the Offeror SHALL supply any and all requested cost or pricing data within 10 Calendar Days of Request from the PCO. Failure to supply all requested cost or pricing data within this timeframe shall render the proposal Non-Responsive**.

4.1.3 Section E - Inspection and Acceptance
Completion of the Inspection and Acceptance clause will be completed.

4.1.4 Section F - Deliveries Or Performance
Completion of F.O.B. Origin clause shall be completed.

4.1.5 Section G - Contract Administrative Data
No proposal action required.

4.1.6 Section H - Special Contract Requirements
No proposal action required.

4.1.7 Section I - Contract Clauses
No proposal action required.

4.1.8 Section K - Representations, Certifications, and Other Statements of Offerors
Complete all appropriate blocks of Section K and place N/A in the blocks that are not applicable to the offeror's proposal.

4.2 Exceptions to Terms and Conditions:
Exceptions taken to terms and conditions of the model contract, to any of its formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format shown below. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 1—Solicitation Exceptions

SOLICITATION Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOO, SOW, SPEC Model Contract, ITO, etc.	*Applicable Page and Paragraph Numbers*	*Identify the requirement or portion to which exception is taken*	*Justify why the requirement will not be met*

4.3 Other Information Required:

4.3.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

4.3.2 Company/Division Address, Identifying Codes, and Applicable Designations: Provide company/division's street address, county and facility code; CAGE code; DUNS code; Remittance Address; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

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

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**
Technical	**02**
Technical: Sub Factor: Delivery	**02**

All evaluation factors other than cost or price, when combined, are **Approximately Equal to 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
0001	Surface
0002	Surface

52.247-50 **NO EVALUATION OF TRANSPORTATION COSTS** (APR 1984)
(IAW FAR 47.305-5(c)(1))

a. Basis for Contract Award

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with Federal Acquisition Regulation (FAR) Part 15.101-2, as supplemented. Technical tradeoffs will not be made and no additional

credit will be given for exceeding acceptability. Award will be made to the acceptable offeror with the lowest evaluated cost or price, which is deemed responsible in accordance with the Federal Acquisition Regulation and whose proposal confirms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. The Government intends to award without discussions with offerors, except clarifications pursuant to FAR 15.306(a); therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines that discussions are necessary.

b. Number of Contracts to be Awarded

The Government intends to select one contractor for the program. However, the Government reserves the right to award no contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

c. Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

d. Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

PRE-AWARD SURVEY

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation.

PLANT VISITS

In the event discussions are necessary, plant visits may be conducted during the evaluation phase to develop knowledge for judging the potential for correction of the deficiencies.

SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements; such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors, sub factors to be eligible for award. Any aspect of the proposal judged to be unacceptable would render the entire proposal unacceptable. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

EVALUATION CRITERIA FOR AWARD
(IAW FAR 13.106-2(b), 14.201-5(c), and 15.204-5(c))
For the purposes of award, offers will be evaluated for acceptability of evaluation factors described below:

FACTOR 1: Cost/Price

FACTOR 2: Technical

FACTOR 2: Technical SUB FACTOR: Delivery

a. Order of Importance

All evolution factors other than cost or pricing, when combined, are Significantly Less Important than Cost or Price.

b. Evaluation Methodology