SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 7017306325

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPE1C1-26-R-0124

6. SOLICITATION ISSUE DATE: 2026 JUL 29

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Dominik DOS DDD0011

b. TELEPHONE NUMBER (*No Collect calls*): Phone: 445-737-7421

8. OFFER DUE DATE/ LOCAL TIME: 2026 AUG 13 03:00 PM

9. ISSUED BY — CODE SPE1C1

DLA TROOP SUPPORT
C AND T SUPPLY CHAIN
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: ____ % FOR:
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 313310

SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: DO-C9

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [x] RFP

15. DELIVER TO — CODE

SEE SCHEDULE

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SECTION A - SOLICITATION/CONTRACT FORM

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) FAR

This solicitation is issued as a Combined Synopsis/Solicitation under RFP SPE1C1-26-R-0124. This announcement constitutes the only solicitation; proposals are being requested and a separate written solicitation will not be issued. Please see the following for the full terms, conditions, and instructions.

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

Continuation of Blocks from SF 1449

The following information is added to standard form 1449:

1. Block 8

Your proposal shall be submitted to DIBBS by the closing date and time listed in Block 8 of page 1 of this solicitation. Please reference the solicitation number in your response. **Email offers will not be accepted.**

2. Block 9

Submission of Offers:

Refer to Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) and Addendum to 52.212-2, Evaluation - Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) for details regarding proposals that are required to be submitted in response to this solicitation.

Reference FAR 15.107(a), which states "Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the RFP by the time specified in the RFP. Offerors may use any transmission method authorized in the RFP."

Hand delivery of proposals by offerors is not permitted. Price and Technical/Business Proposals shall be submitted through DIBBS electronic upload only and email submissions are not allowed. **

****Please note: Vendors are now required to submit offers and any additional documentation required by this solicitation in DIBBS.** Attached to this solicitation is a "How to Upload Proposal on DIBBs for vendors" for uploading and submitting a completed proposal and all associated documents to DIBBs. The offer must be signed and completed in its entirety in accordance with the solicitation requirements.

HOW INTERRUPTIONS AFFECT RETURN TIME AND DATE: If an emergency or unanticipated event interrupts DIBBS processes so that bids cannot be submitted on DIBBS at the close of a solicitation, the return date/time will be extended to the same time of day on the next business day on which DIBBS processes resume. Notice of the extension will be provided on the DIBBS home page. A vendor's inability to submit a quote caused by failure of a vendor's hardware, software, Internet Service Provider, or the World Wide Web itself, is not cause for extension of a solicitation.

Submittal of the proposal through DIBBS is required. Price and Technical/Business Proposals shall be submitted through DIBBS electronic upload only and email submissions are not allowed. Failure to submit a complete proposal comprised of

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

solicitation package through DIBBS (in accordance with the instructions listed below) may result in the rejection of the offer and will render the offeror ineligible to receive an award under this solicitation.

NOTE: Defense Biometric Identification System (DBIDS) is used at this facility and DBIDS requirements shall be followed by all carriers attempting to deliver a proposal and/or package to this facility. Additional information can be obtained via **https://dbids/dmdc.mil/**.

NOTE: EFFECTIVE 01 OCTOBER 2021 ALL CARRIERS/INDIVIDUALS ATTEMPTING TO DELIVER ANY PACKAGES/PROPOSALS/ETC. TO DLA TROOP SUPPORT SHALL HAVE PRESENT CREDENTIALS THAT MEET REAL ID REQUIREMENTS IN ORDER TO GAIN ACCESS TO MAKE A DELIVERY. NO EXCEPTIONS SHALL BE MADE.

NOTE: In order for an offer to be considered timely, the Solicitation Package MUST be received by the date and time identified herein. Partial proposals will not be evaluated and not eligible for award. Offerors are responsible for ensuring timely delivery and/or submittal.

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision FAR 52.214-7 (DEVIATION 2026-O0038) (FEB 2026) or 52.215-1 (DEVIATION 2026-O0038) (FEB 2026). All offers are subject to all terms and conditions contained in this solicitation.

3. Block 10

› This solicitation will be issued as Small Business Set-Aside.

4. Block 17a

› Offeror's assigned Unique Entity Identifier Number**:** _____

(Per RFO 52.204-90 If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

5. Block 17b

Remittance Address**:** (if different from Contractor/Offeror address in block 17a of the SF 1449.)

_____

_____

_____

SOLICITATION REMARKS

1. **DFARS clause 252.217-7026 - Identification of Sources of Supply** applies. Contractors SHALL list the sources of supply for all materials/components used in the manufacture of this item as an attachment to your proposal. This information will be redacted from any award made from your offer. (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires. (b) The apparently successful Offeror agrees to complete and submit the following table before award: In place of the table, include the following information as an

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

attachment: Material name, The supplier (including address) that the material is being purchased from, If the material is not purchased directly from the manufacturer, then include the manufacturer (and address).

2. **Offerors shall sign the below**
Section 833 -- National Defense Authorization Act Certification
I, (name) _____ do hereby certify by signature below that all articles or items of "clothing", including the materials and components thereof, being offered for sale to the Department of Defense have been grown, reprocessed, reused, or produced in the United States, other than sensor, electronics or other items added to, and not normally associated with clothing (and the materials and components thereof). (signature) _____.

SCHEDULE OF SUPPLIES/SERVICES

This solicitation will result in one (1) Firm-Fixed Price type contract. It is being solicited as a Small Business Set-Aside.

Item 0001: Tape and Webbing, Textile, Woven Reinforcing, Cotton
Specification: CID PIA-T-5661D DATED 29 JUNE 2015
PGC: 90238
Unit of Issue: Yards

NOTES REGARDING SUBMISSION OF UNIT PRICES:

1. The Unit Price offered to the Government should include all costs; manufacturing and transportations costs to:

DODAAC: UY8615; RIC: VSGX
Arizona Industries for the Blind
515 North 51st Ace, Suite 130
Phoenix, AS 85043

2. Unit Price shall be based on F.O.B. DESTINATION only.

3. Inspection and Acceptance: DESTINATION

4. Failure to provide a unit price for each NSN in the table set forth below may be deemed as non-acceptable of the terms and conditions and may result in the rejection of the offeror's proposal.

5. The Production Lead Time (PLT) is 120 Days after date of order (ADO) for the inital shipment and nine (9) consecutive shipments every 30 days.

6. If delivery of initial shipment of 120 days after date of order (ADO) and nine (9) follow-on deliveries every 30 days is unacceptable or if the offeror can offer better delivery terms, please provide best possible delivery in 12 increments (90, 120, 150, etc.):

_____

7. The chart below represents the offeror's Business Proposal. Offerors should provide their prices in the chart below and submit this chart as part of their business proposal

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

NSN	Quantity (YD)	Offer Unit Price	Total Dollar Value
8305-00-264-2088	500,000		
8305-00-268-2411	8,000,000		
TOTAL	**8,500,000**		

IMPORTANT NOTE

The proposed awardee of the contract will be *required* to submit a DD Form 1222 (attached to this solicitation document) for *MANDATORY* Product Lot Testing (PLT).

End Item Testing Sample Size/Units required for testing per LOT.

1 unit = 15 continuous yards of the finished webbing.

Each unit shall be randomly selected, and shall be selected from the beginning, middle, and end of each lot per 4.5 of PIA-T-5661D. In accordance with 4.5 of PIA-T-5661, test reports and certifications representative of each lot shall be submitted with the units. Each sample shall be labeled with manufacturer name, lot number, roll number, DOM, and contract number.

List of NSNs with required units for testing:

8305-00-264-2088 - 5 units (75 yards) per CLIN for CLINs 1-10

8305-00-268-2411 - 5 units (75 yards) per CLIN for CLINs 11-20

Deliver Samples to:

DoDAAC: W56YHX

POC: Andy Meloni

15 General Greene Ave

Bldg 3, R213

Natick, MA 01760

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

END NOTE

DELIVERY SCHEDULE (Quantities in Yards):

Due Date	8305-00-264-2088	8305-00-268-2411	**Total**
120 days ADO	50,000	800,000	**850,000**
150 days ADO	50,000	800,000	**850,000**
180 Days ADO	50,000	800,000	**850,000**
210 days ADO	50,000	800,000	**850,000**
240 days ADO	50,000	800,000	**850,000**
270 days ADO	50,000	800,000	**850,000**
300 days ADO	50,000	800,000	**850,000**
330 days ADO	50,000	800,000	**850,000**
360 days ADO	50,000	800,000	**850,000**
390 days ADO	50,000	800,000	**850,000**
Total	**500,000**	**8,000,000**	**8,500,000**

****

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

NSNs, Size, and UPCs

The following is DLA Troop Support's current demand Tape and Webbing, Textile, Woven Reinforcing, Cotton. **PGC: 90238**

NSN	UPC	Size
8305-00-264-2088	718020223001	Detailed in Section C
8305-00-268-2411	718020223193	Detailed in Section C

****

DELIVERY

The first delivery shall be 120 days after award; with subsequent deliveries happening every 30 days thereafter.

Delivery shall be made to the following locations:

VSGX - Arizona Ind for the Blind - Phoenix, AZ

DoDAAC: UY8615; RIC: VSGX

Arizona Industries for the Blind

515 North 51st Ave, Suite 130

Phoenix, AZ 85043

****

POST AWARD TRACEABILITY REQUIREMENT

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

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of 1 Defense Logistics Acquisition Directive (DLAD) Procurement Notes Effective January 12, 2026 this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(2) Supply Chain Traceability Documentation (i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance. (ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/ Counterfeit-Detection- AvoidanceProgram/). (iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

****

CAUTION NOTICES:

AUTHORIZED NEGOTIATORS

The Government does not intend to hold negotiations, however, if negotiations are deemed necessary by the Contracting Officer, please list the name(s), title(s), e-mail address(es), and telephone number(s) for each person(s) authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator:

_____

_____

SYSTEM FOR AWARD MANAGEMENT (SAM)

All Contractors must register on the SAM website: https://www.sam.gov/portal/public/SAM/ in order to be considered for award.

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

Offerors are reminded to complete all applicable representations and certifications appearing in this solicitation. Failure to complete all representations and certifications may result in the offer being removed from award consideration for failure to comply with all terms and conditions of the solicitation.

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C&T ELECTRONIC INVOICING AND ADVANCED SHIPMENT NOTIFICATIONS (ASN)

The Directorate of Clothing and Textiles (C&T) *requires* electronic invoicing on all contracts unless another method is mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office. UTILIZATION OF WIDE AREA WORKFLOW - RECEIPTS AND ACCEPTANCE (WAWF-RA) IN CONJUNCTION WITH DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. The Directorate of Clothing and Textiles utilizes VIM-ASAP**,** which is short for DLA Virtual Item Manager ARN Supply-Chain Automated Processing, to transmit data to WAWF-RA. *VIM-ASAP is the only authorized method to electronically process requests for payment to WAWF-RA* for the Directorate of Clothing and Textiles. VIM-ASAP will give you visibility of contract information, track production status and print labels. VIM-ASAP pre-populates contract data on your invoices, such as unit price, contract numbers, item numbers, addresses, and many other fields that will save you labor and time. Advanced Shipment Notifications (ASNs) associated with DFARS clause 252.211-7006, PASSIVE RADIO FREQUENCY IDENTIFICATION are sent via VIM-ASAP to WAWF-RA processes. Please contact the VIM-ASAP help desk at 888-940-7348 to get started today! For questions about invoice preparation, just call the DFAS Customer Service Resource Center at 1-800-756-4571**,** or check out these resources:
http://www.dfas.mil/contractorsvendors.html ...under the "Contractor/Vendor Pay" link.
http://www.dfas.mil/ecommerce/wawf/info.html ... information regarding bill paying process and how to use Wide Area Workflow http://www.dfas.mil/ecommerce/myInvoice/gettingstarted.html my Invoice is an interactive web application developed specifically for contractors/vendors and government/military employees to obtain invoice status. It is available 24/7.

CHANGE TO VIM-ASAP

Please note: vendors under contract with DLA troop support clothing & textiles are able to use a web-based application called VIM, or Virtual Item Manager (**https://vim.dla.mil**). VIM allows manufacturers to generate and transmit contract documents such as delivery orders (DD1155s) and material inspection and receiving reports (DD250s). Previously, vendors registered using a user ID and password; however, soon all vendors must use an ECA certificate to access VIM. Please see below for more information.

Why is VIM requiring access via ECA certificate?

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SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

DoDI 8520.2 mandates the use of DoD PKI identity certificates when accessing DoD information systems. The DoD established the external certification authority (ECA) program to support the issuance of DoD-approved certificates to industry partners and other external entities and organizations. ECA certificates enable contractors to securely communicate with the DoD and authenticate themselves to DoD information systems.

What are ECA certificates?
ECA certificates are individually issued digital identity credentials. The DoD relies upon these credentials to ensure the identity of the user in online environments or when a certificate holder tries accessing DOD information systems. ECA certificates are stored either on hardware devices (smart cards or USB devices) or software versions (stored on your computer's hard drive). You will use your certificate to:
1) establish your identity when trying to access a protected site
2) legally "sign" a document, form, or application
3) encrypt messages (email) or documents to ensure confidentiality

Much like a driver's license or a passport, they are unique to each individual, and cannot be shared. It is against DOD regulations to share a username and password or allow someone to access another's ECA certificate for any reason. Violation of this policy will result in the immediate revocation of the original owner's certificate.

How can I obtain an ECA certificate?
The following are the three entities authorized by the DoD to issue ECA certificates. Review and apply for an ECA certificate from one of the below organizations to access your vim account:
1) IdenTrust: http://www.identrust.com/certificates/eca/index.html
2) ORC (Operational Research Consultants): http://eca.orc.com/
3) Verisign: https://eca.verisign.com/

I have an ECA certificate, how do I access vim now?

Simply log into vim with your existing user ID and password as usual and then follow the steps:
1) Under menu, click the “certificate registration” option
2) Read the brief instruction and then click “continue”
3) Your certificate will display in a pop-up. Select the certificate and click “continue”
4) You will be prompted to enter your current password for confirmation and click “ok” 5) The message displays “your certificate has been successfully registered…” click “ok” to complete the process. You will be logged out of vim and prompted to login with your certificate.
6) Click “accept” to the terms and then select “certificate login”.
7) Your certificate will display in a pop-up. Select the certificate and click “ok” and you will be logged into your VIM account.

Remember, your old login credentials will no longer be valid, and you will use your certificate to login into VIM.

****

- **ISSUE:** Editing capability in wide area workflow (WAWF) and VIM-ASAP

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

- Electronic submission and processing of payment request and receiving reports (RR)

- Vendor mandate 252.232-7003

- Action: depending on status in WAWF and VIM-ASAP

- Submitted status (WAWF) - Rejected status (WAWF)

- **Vendor must contact VIM-ASAP help desk at 1-888-940-7348**

  - Recognized mistakes submitted to VIM-ASAP within the 1st hour can be removed

  - Vendors can recall shipments not signed (accepted) by quality assurance representative (QAR)

  - After voiding submission, Modulant will "un-finish" the submission and vendor will enter correction.

  - Vendor must contact DFAS to ask for a rejection of invoice submission

  - Call 1-800-756-4571 option 2 then option 2

  - DFAS representatives may request an e-mail with contract specifics DFAS will reject invoices not the RR

- **Stop shipment delays and rejections!** For deliveries to New Cumberland depot or the 3PL-Third Party Logistics locations, ensure your Government or Commercial Bills of Lading are correctly annotated with the following information in the description of articles: * Weight * Pieces * National Stock Number(s) (NSNs) * Contract Number * Shipment Number

Delivery appointments are required for these locations. Your truckers/dispatchers/brokers/etc. should have the above information readily available when calling to schedule delivery appointments as follows: Arizona Industries for the Blind (Phoenix, AZ) - 623-233-7893 or email: dsupport@azifb.com

Don't let the following common invoicing errors delay your payments any longer:
§ Missing or Erroneous Contract Number
§ Missing Call/Delivery Order Number
§ Missing or Erroneous Shipment Number
§ Failure to Mark DD250 as an Original Invoice
§ Failure to Distribute a Copy of the DD250 to the Contract Administration Office Terminal
§ Contract Line Item Number (CLIN) is Omitted, Incorrect or Does Not Match that Appearing in the Contract
§ Missing or Erroneous Unit of Issue
§ Quantity and Price are Incorrect
§ Wrong Pay Office on Invoice

PRODUCTION FACILITY CHANGES

(a) The performance of any of the work contracted in any place other than that named in the contract is prohibited unless specifically approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved, provided:

CONTINUED ON NEXT PAGE

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)

(1) Performance by small business or in labor surplus areas as required by the contract will not be changed;
(2) The change will not cause a delay in delivery or necessitate a change in the purchase description;
(3) The free on board (f.o.b.) point is not changed; and
(4) Each request is supported by a price reduction of $250.00 to cover the Government's administrative costs to process the change.

(b) The Government reserves the right to deny approval even if these four elements are met.

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

PATIENT PROTECTION AND AFFORDABLE HEALTH CARE ACT

Please note that the Patient Protection and Affordable Health Care Act ("the Act"), 124 Stat. 119, imposes duties upon employers concerning the provision of health care to their employees. Health insurance costs, including any costs associated with compliance with changes in the applicable law, are the sole responsibility of the offeror. Offerors are advised that their proposals should include any costs associated with the implementation of the Act. Any changes in health coverage costs and/or costs associated with compliance, occurring after award of a contract pursuant to this solicitation will not form the basis for an equitable adjustment of the contract price.

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

ITEM DESCRIPTION:

CONTINUED ON NEXT PAGE

SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

TAPE AND WEBBING, TEXTILE, WOVEN REINFORCING, COTTON

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx

FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

The following information is for each NSN contained under PGC90238:

ITEM NAME: WEBBING, TEXTILE
PART NUMBER: PIA-T-5661
CAGE CODE: 1HHQ4 (Parachute Industry Association, Inc.)

Shall be in accordance with (IAW) Parachute Industry Association PIA-T-5661D, TAPE AND WEBBING, TEXTILE, WOVEN REINFORCING, COTTON dated 29 June 2015.

Intended for use in the manufacture of aeronautical equipment.

Each roll or spool of webbing shall be labeled or ticketed for fiber content in accordance with the Rules and Regulations under the Textile Fiber Products Identification Act.

Each roll, spool or tube of tape or webbing shall be marked for identification in accordance with good commercial practice. In addition, each roll, spool or tube of tape or webbing shall be clearly and legibly marked with the finisher's lot number or code, on an attached durable tag.

The textile manufacturer shall properly identify the age of the textile materials by placing a tag on the finished goods or label on the containers identifying the specification to which the material is manufactured, the lot number and the date of manufacture. The date of manufacture is defined as the date (month and year) of the last manufacturing process that affects the physical characteristics of the material.

Identification tickets. Each roll or spool shall have a ticket attached with not finer than 5-ply cotton string doubled to not less than 6 inches long. The tickets shall be made of paperboard not less than 0.015 inch in thickness and the color shall be manila or light in intensity to permit easy reading of printed, stamped or typed markings. The use of handwritten entries is prohibited. The ticket shall have clipped corners at the end where a reinforcing patch

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

(with or without a metal eyelet) is firmly affixed for attaching the tying string. The ticket shall be legibly printed with water insoluble ink with the following information:
- National Stock Number or NSN
- Nomenclature or Official Item Name (WEBBING, TEXTILE)
- Specification number (PIA-T-5661D)
- Yardage
- Contract number and date of manufacture (month and year)
- Contractor's name
- Name of contracting agency (Defense Logistics Agency or DLA)

TEST REPORTS AND COMPONENT CERTIFICATIONS IN ACCORDANCE WITH DLA TROOP SUPPORT CLOTHING & TEXTILES ADDITIONAL QUALITY ASSURANCE REQUIREMENTS, Revision 1 dated 1 August 2021 (superseding DPSCM-4155.3 dated 3 November 1997) ARE REQUIRED WITH ALL CONTRACT COMPONENT LOTS.

SOURCES OF COMPONENT MATERIALS SHALL BE IDENTIFIED, INCLUDING APPLICABLE SPECIFICATIONS, AND SHALL NOT BE CHANGED THROUGHOUT THE LIFE OF THE CONTRACT WITHOUT REQUEST AND APPROVAL BY THE DLA TROOP SUPPORT CONTRACTING OFFICER THROUGH MODIFICATION TO THE CONTRACT.

RESPONSIBILITY OF INSPECTION. THE CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION, EXAMINATION, AND TEST REQUIREMENTS SPECIFIED HEREIN AND IN THE SITED SPECIFICATIONS AND CONTRACT. THE GOVERNMENT RESERVES THE RIGHT TO PERFORM ANY OF THE INSPECTIONS, EXAMINATIONS AND TESTS AS DEEMED NECESSARY TO ENSURE SUPPLIES AND SERVICES CONFORM TO PRESCRIBED REQUIREMENTS.

RT001: MEASURING AND TEST EQUIPMENT

GOVERNMENT LABORATORY TESTING OF COMPONENTS FOR ACCEPTANCE PURPOSE

FOR PHYSICAL (NON-SHADE) TESTING:
Only applicable if the total contract award exceeds $100,000
THE VENDOR SHALL NOTIFY Andy Meloni, andrew.w.meloni.civ@army.mil;
(520) 713-9681 -- Analytical FOURTEEN (14) CALENDAR DAYS TO THIRTY (30) CALENDAR DAYS IN ADVANCE OF WHEN LOTS ARE TO BE PRESENTED FOR SAMPLING AT THE ADDRESS BELOW.

THE CONTRACTOR'S APPROVED QUALIFIED LABORATORY WILL BE REQUIRED TO FORWARD A COMPLETED TEST REPORT FOR EACH LOT OF COMPONENTS TO THE ADDRESS BELOW. THE SUPPLIER'S SOURCE SAMPLING REPRESENTATIVE WILL PROVIDE THE COMPLETED DD FORM 1222 dated March 2021 TO THE LABORATORY TO BE SUBMITTED WITH THE COMPLETED TEST REPORT. TEST REPORTS SHALL NOT BE OLDER THAN NINETY (90) CALENDAR DAYS.

LOT NOTIFICATIONS AND SOURCE SAMPLING DD1222s/TEST REPORTS SHALL BE FORWARDED TO:
andrew.w.meloni.civ@army.mil

SAMPLES FOR PHYSICAL TESTING WILL ONLY BE FORWARDED UPON REQUEST TO:
DoDAAC: W56YHX

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

ATTN: Andy Meloni
15 General Greene Ave
Bldg 3, R213
Natick, MA 01760

For assistance:
EMAIL: andrew.w.meloni.civ@army.mil
PHONE: (520) 713-9681

NOTE: PERMIT 45 CALENDAR DAYS

SHADE EVALUATION OF CONTRACTOR FURNISHED MATERIALS:
SHADE SAMPLING IS REQUIRED (Natural color is not required for shade testing)

The color of the test specimen shall match the standard sample when viewed using AATCC Evaluation Procedure 9, Visual Assessment of Color Difference of Textiles, Option C (2017e), with sources simulating artificial daylight D65 illuminant with a color temperature of 6500 (+/- 200)K, with illumination of 100 (+/- 20) foot candles, and shall be a good match to the standard sample under incandescent lamplight at 2856 (+/- 200)K.

FOR SHADE TESTING: THE COMPLETED HARDCOPY DD FORM 1222
(July 2024 edition) AND THE SWATCHES SHALL BE FORWARDED TO:
DLA Product Testing Center Analytical
700 Robbins Avenue, BLDG 5D
Philadelphia, PA 19111
ATTN: Andrew Gabriele
EMAIL: andrew.gabriele@dla.mil
PHONE: 267-990-3666 (Government cell phone)

NOTE: PERMIT 30 CALENDAR DAYS.

Identification of Testing Sites. Unless the contract mandates a Government laboratory be used to conduct testing, the prime contractor shall identify all testing sites that will perform any test required by the terms of the contract, including end item testing.
Any laboratory proposed by the contractor is subject to the approval of the contracting officer. Testing facilities shall be subject to on-site witnessing of testing by the Government. The use of a laboratory previously approved by the Government is not a guarantee that testing will be performed properly, nor does it relieve a contractor from the contractual obligation to present conforming supplies accompanied by true, accurate, and valid test results.

Certification of Testing Sites. The prime contractor shall identify a technical point of contact for the testing site and provide current contact information. The prime contractor should alert the technical point of contact that the certification process has begun. A current ISO 17025 accreditation whose scope encompasses the contractual testing or equivalent will be accepted. When a testing site and its contact information are provided to DLA Contracting and the DLA Product Specialist, the product specialist will initiate a request for the DLA Product Test Center (DLA-PTC) to certify the lab. This request will be managed via an internal DLA Troop Support process.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

In the absence of an appropriate ISO 17025 accreditation, the
DLA-PTC will compare all required testing in the contract to the commercial lab capability. If the testing facility is new and/or unknown to the DLA-PTC, a lab certification survey (DLA Form 6005) will be provided for submission.

If the DLA-PTC has a lab survey on file that is less than 3 years old, that survey will be used for the initial evaluation. The DLA-PTC may ask for additional information or clarifications. If the laboratory survey on file is over 3 years old, a new form will be sent out for the testing facility to fill out. During a contract, the laboratory may be asked to fill out another lab survey when the original survey becomes older than 3 years.

Note: The Qualified Laboratories List (QLL) previously maintained by DPSC has been canceled. No testing facility should refer to their previously issued QLL number.

Approval. If the testing facility and its named subcontractors meet the capability of the required testing, the DLA-PTC will notify the DLA Troop Support Product Specialist. Once approved by contracting, the testing facility becomes the Place of Performance and is placed in the contract.

Disapproval. If a testing facility does not meet the testing
capability as per the specifications, the prime contractor is asked to submit another laboratory, and the process starts anew.

Note: DLA will require a total of 45 calendar days from the date of the receipt of the request to add a certified testing location to the date the requestor (contractor) is provided a decision of the laboratory certification.

Identification of Testing Sites. Unless the contract mandates a Government laboratory be used to conduct testing, the prime contractor shall identify all testing sites that will perform any test required by the terms of the contract, including end item testing.

The prime contractor shall identify a technical point of contact for the testing site and provide current contact information to DLA Contracting and the DLA Product Specialist. The prime contractor should alert the technical point of contact that the certification process
has begun.

Note: DLA will require a total of 45 calendar days from the date of receipt of the request to add a certified testing location to the date the requestor (contractor) is provided a decision of the laboratory certification.

For more details on the lab certification process, see the C&T Additional Quality Assurance Requirements document, which is incorporated by reference into this contract.

Please also navigate to
https://www.dla.mil/Troop-Support/Product-Test-Center/ for more information regarding the DLA Troop Support Product Test Center (PTC). Further, the PTC can also be contacted via email at paactlab@dla.mil or by phone at (215) 737-3241.

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

INDIVIDUAL NSN DATA

NSN: 8305-00-264-2088

Cloth Name: Plain weave, 1 up and 1 down
Design Type: Flat
Weight: 0.11 ounces per linear yard maximum
Breaking strength: 80 pounds minimum
Fiber material: Cotton
Color: Olive Drab CARC, Chip Number: 34088, IAW AMS-STD-595; replaces Olive Drab #7 and Olive Drab #107 according to PIA-C-7219C, Section 6.3 (Standards).
Width: 0.25 inches ± 0.03 (1/32) inches; 0.22 inches minimum to 0.28 inches maximum
Type: I (Plain weave)

Length and put-up. Unless otherwise specified, tape and webbing shall be furnished on rolls containing 100 ± 10 yards. Each roll shall contain no more than 3 pieces and no piece shall be less than 5 yards long. Tape and webbing 1/2 inch or less in width may be furnished on double-headed spools or tubes containing 500 ± 10 yards. Each spool or plastic tube shall have not more than 6 pieces, and no piece shall be less than 5 yards long.

Unit of issue is YARD (YD).

NSN: 8305-00-268-2411

Cloth Name: Plain Weave, 1 up and 1 down
Design Type: Flat
Weight: 0.11 ounces per linear yard maximum
Breaking strength: 80 pounds minimum
Fiber material: Cotton
Color: Natural
Width: 0.25 inches ± 0.03 (1/32) inches; 0.22 inches minimum to 0.28 inches maximum
Type: I (Plain weave)

Length and put-up. Unless otherwise specified, tape and webbing shall be furnished on rolls containing 100 ± 10 yards. Each roll shall contain no more than 3 pieces and no piece shall be less than 5 yards long. Tape and webbing 1/2 inch or less in width may be furnished on double-headed spools or tubes containing 500 ± 10 yards. Each spool or plastic tube shall have not more than 6 pieces, and no piece shall be less than 5 yards long.

The unit of issue is YARD (YD).

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SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

SECTION D - PACKAGING AND MARKING

PKGING DATA - MIL-STD-2073-1E

QUP:001
PRES MTHD:10
CLNG/DRY:0
PRESV MAT:00
WRAP MAT:00
CUSH/DUNN MAT:AD
CUSH/DUNN THKNESS:C
UNIT CONT: A2
OPI:O
PACK CODE: U

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: ZZ -ZZ Special Requirements

PALLETIZATION SHALL BE IN ACCORDANCE WITH RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

INSPECTION AND ACCEPTANCE AT DESTINATION.

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

ALL WPM SHALL COMPLY WITH THE OFFICIAL QUALITY CONTROL PROGRAM FOR HEAT TREATMENT (HT) OR KILN DRIED HEAT TREATMENT (KD HT) IN ACCORDANCE WITH AMERICAN LUMBER STANDARD COMMITTEE<(>,<)>

INCORPORATED (ALSC) WOOD PACKAGING MATERIAL PROGRAM AND WPM ENFORCEMENT REGULATIONS (SEE HTTP://WWW.ALSC.ORG/).

ALL WPM SHALL INCLUDE CERTIFICATION/QUALITY MARKINGS IN ACCORDANCE WITH THE ALSC STANDARD. MARKINGS SHALL BE PLACED IN AN UNOBSTRUCTED AREA THAT WILL BE READILY VISIBLE TO INSPECTORS. PALLET MARKINGS SHALL BE APPLIED TO THE STRINGER OR BLOCK ON DIAGONALLY OPPOSITE SIDES OF THE PALLET AND BE

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)

CONTRASTING AND CLEARLY VISIBLE. ALL CONTAINERS SHALL BE MARKED ON A SIDE OTHER THAN THE TOP OR BOTTOM, CONTRASTING AND CLEARLY VISIBLE. ALL DUNNAGE USED IN CONFIGURING AND/OR SECURING THE LOAD SHALL ALSO COMPLY WITH ISPM 15 AND BE MARKED WITH AN ASLC APPROVED DUNNAGE STAMP.

THE OVERALL PACKAGING AND PRESERVATION, IF APPLICABLE, SHALL CONFORM TO MIL-STD-2073-1E (WITH CHANGE 4 DATED 22 APRIL 2019) STANDARD PRACTICE FOR MILITARY PACKAGING FOR SHIPMENTS TO THE DEPARTMENT OF DEFENSE.

UNIT CONTAINER:
EACH ROLL OF THE WEBBING SHALL BE INDIVIDUALLY PACKAGED IN ANY BAG USED BY THE VENDOR.

INTERMEDIATE CONTAINER: NOT REQUIRED; THE USE OF INTERMEDIATE PACKAGING IS ENCOURAGED PARTICULARLY WHEN SUCH USE ENHANCES HANDLING AND STORAGE.

IF USED, VENDOR SHALL USE ANY SUITABLE FIBER BOX INCLUDED IN TABLE J-VII OF MIL-STD-2073-1E CHANGE 4 (PDF Pages 185/214) MAY BE USED (SEE ALSO J.4.9.1).

EXTERIOR CONTAINER: SHALL BE
STYLE: REGULAR SLOTTED BOX (RSC)<(>,<)>
TYPE: CORRUGATED FIBERBOARD (CF), VARIETY DOUBLEWALL FIBERBOARD (DW),
CLASS: DOMESTIC,
GRADE: 275 WITH A SINGLE WALL LINER OR DW ECT GRADE 48, MADE TO THE REQUIREMENTS OF ASTM D5118M, STANDARD PRACTICE FOR FABRICATION OF FIBERBOARD SHIPPING BOXES TO INSURE MEETING THE REQUIREMENTS OF A PACK THAT WILL SUPPORT RE-TRANSPORT, STORAGE, STACKING, ETC.

THE PACKAGING CONTAINER SHALL BE SUFFICIENT TO PROVIDE PROTECTION DURING TRANSPORT AND STORAGE AND ARRIVE AT DESTINATION IN THE SAME CONDITION AS ORIGIN.

PACKAGED COMPONENTS SHALL BE BULK PACKAGED IN A THAT WILL SUPPORT RE-TRANSPORT, STORAGE, STACKING, ETC.

REFERENCE ASTM INTERNATIONAL DESIGNATION D1974M (STANDARD PRACTICE FOR METHODS OF CLOSING, SEALING, AND REINFORCING FIBERBOARD BOXES, WHICH DESCRIBES SEVERAL METHODS FOR CLOSING, SEALING, AND REINFORCING FIBERBOARD (SOLID AND CORRUGATED) SHIPPING BOXES USED FOR SHIPMENT.

A PRESSURE SENSITIVE IDENTIFICATION LABEL SHALL ATTACH TO EACH PACKAGING BOX OF THE COMPONENT.

THE PACKAGING CONTAINER SHALL BE SUFFICIENT TO PROVIDE PROTECTION DURING TRANSPORT AND STORAGE AND ARRIVE AT DESTINATION IN THE SAME CONDITION AS ORIGIN.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

SURFACE OF THE PALLET. WHEN SPECIFIED PALLETIZATION IS REQUIRED,
COMPONENTS SHALL BE PALLETIZED ON A FOUR-WAY ENTRY PALLET IN ACCORDANCE
WITH LOAD TYPE I OR IA, AS APPLICABLE, OF MIL-STD-147E, CHANGE 2 DATED 27 JUNE 2019.

PALLETIZATION. Palletization shall be in accordance RP001, Section 3.

THE PALLETIZED LOAD SHALL BE BONDED USING APPROVED COMMERCIAL BONDING MATERIALS. PALLET LOADS SHALL CONTAIN THE SAME NUMBER OF CARTONS, OF IDENTICAL QUANTITIES, OF ONE NSN, TO THE MAXIMUM EXTENT POSSIBLE.

PALLET LOADS CONTAINING MORE THAN ONE NSN SHALL BE CLEARLY MARKED TO LIST ALL THE NSN'S CONTAINED IN THE LOAD. NO CARTON SHALL HAVE MORE THAN ONE NSN.
AT THE END OF A SIZE RUN, NO MORE THAN ONE CARTON PER NSN MAY BE SHORT OR OVER THE SPECIFIED QUANTITY.
SAID CARTON SHALL BE CLEARLY MARKED "SHORT"
OR "OVER".

All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R, with Change 3 dated 25 February 2023.

IN ADDITION TO SPECIAL MARKING REQUIRED<(>,<)>
INTERIOR (UNIT) PACKS, INTERMEDIATE CONTAINERS<(>,<)>
SHIPPING CONTAINERS AND PALLETIZED UNIT LOADS SHALL BE MARKED FOR SHIPMENT, STOWAGE, AND STORAGE IN ACCORDANCE WITH MIL-STD-129R CHANGE 3 DATED 25 FEBRUARY 2023.

GUIDANCE FOR THE REQUIRED IDENTIFICATION TEXT MARKINGS OF THE UNIT, INTERMEDIATE, AND EXTERIOR CONTAINERS ARE FOUND ON PAGES 24 TO 28 WITHIN
MIL-STD-129R WITH CHANGE 3 DATED 25 FEBRUARY 2023.

Identification text marking on unit packs and intermediate containers will be located so the marking can be easily read and to ensure that the marking will not be destroyed when the pack or container is opened for inspection or until its contents have been used. The marking surface of a unit pack shall be the outermost wrap, bag, or container of the unit
pack.

Lot number as an identification text marking is required on all unit packs and intermediate containers.<(>,<)>

The shipment number and container number are required on all exterior containers, palletized unit loads, and unpacked items. See MIL-STD-129R with Change 3, 5.1.2. f.(3) for more details.

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SECTION D - PACKAGING AND MARKING (CONTINUED)

IDENTIFICATION OF SOURCES FOR ALL COMPONENTS FOR CLOTHING/TEXTILE ITEMS

(a) The offeror shall indicate below the names and addresses of those suppliers from whom each component will be obtained for use in the performance of any resultant contract. In addition, for each component, the offeror shall also identify the name of the item's manufacturer and the address of the manufacturing location. Failure to furnish this information with the offer may result in rejection of the offer.

(b) No change in the supplier(s) or manufacturer(s) listed below shall be permitted between the opening/ closing date of the offer and the award, except where time permits and then only upon receipt of the Contracting Officer's written approval.

(c) Any change in the supplier(s) or manufacturer(s) listed below, and in any resultant contract, is prohibited unless it is specifically approved in advance by the Contracting Officer.

(d)

Component and Quantity	Name and Address of Supplier	Address of Manufacturer

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SECTION E - INSPECTION AND ACCEPTANCE

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

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

SECTION F - DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

NSNs. Size. and UPCs
The following is DLA Troop Support's current demand Tape and Webbing, Textile, Woven Reinforcing, Cotton. PGC: 90238

NSN	UPC	Size
8305-00-264-2088	718020223001	Detailed in Section C
8305-00-268-2411	718020223193	Detailed in Section C

DELIVERY SCHEDULE (Quantities in Yards):

Due Date	8305-00-264-2088	8305-00-268-2411	Total
120days ADO	50,000	800,000	850,000
150days ADO	50,000	800,000	850,000
180Days ADO	50,000	800,000	850,000
210days ADO	50,000	800,000	850,000
240days ADO	50,000	800,000	850,000
270days ADO	50,000	800,000	850,000
300 days ADO	50,000	800,000	850,000
330days ADO	50,000	800,000	850,000
360days ADO	50,000	800,000	850,000
390days ADO	50,000	800,000	850,000
Total	500,000	8,000,000	8,500,000

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-34 F.O.B. DESTINATION (JAN 1991) FAR

SECTION G - CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (PRE-FILLED) (JAN 2023) DFARS

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

Invoice (stand-alone) and Receiving Report (stand-alone) or Invoice and Receiving Report (combination)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC	See Block 12 (SF26), 15 (DD 1155), or 18a (SF1449)	(If blank, see resulting award)
Issue By DoDAAC	See Block 5 (SF26), 6 (DD 1155), or 9 (SF1449)	(If blank, see resulting award)
Admin DoDAAC	See Block 6 (SF26), 7 (DD 1155), or 16 (SF1449)	(If blank, see resulting award)
Inspect By DoDAAC	SEE SECTION B	(If blank, see resulting award)
Ship To Code	SEE SECTION B	(If blank, see resulting award)
Ship From Code	SEE SECTION B	(If blank, see resulting award)
Mark For Code	SEE SECTION B	(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See administer listed on page 1

(*Contracting Officer: Insert applicable information or "Not applicable."*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.
(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H18 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED AWARDS (FEB 2025)

SECTION I - CONTRACT CLAUSES

Part 12 Clauses

Note: **52.212-4, Contract Terms and Conditions --Commercial Products and Commercial Services (NOV 2023)** (DEVIATION 2026-O0038) (FEB 2026) is incorporated in this solicitation by reference. Its full text may be accessed electronically at ***https://www.ecfr.gov/cgi-bin/ECFR?SID=efef3c52b917f6248e7b50687672ed94&mc=true&page=browse***. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

52.202-1 DEFINITIONS (JUN 2020) FAR

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I (NOV 2021) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) FAR

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) FAR

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

As prescribed in 3.1004(b), insert the following clause:
(a) Definition.
"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
(3) Any required posters may be obtained as follows:

Poster(s)	**Obtain from**
&ZF_203_14_01&	**&ZF_203_14_02&**
&ZF_203_14_03&	**&ZF_203_14_04&**

(Contracting Officer shall insert ---
(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s).)
(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

(End of clause)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023) DFARS

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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) DFARS

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023) DFARS

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT -- MAINTENANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-90 OFFEROR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026) (FAR)

As prescribed in 4.208(c)(1), insert the following provision:
If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.
(a) *Definitions*. As used in this provision --
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) *Unique entity identifier (UEI).*
(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.
(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:
(1) Taxpayer identification number (TIN)
☐ TIN: _____;
☐ TIN has been applied for; or
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government; or
☐ Offeror is an agency or instrumentality of the Federal Government.
(2) *Type of organization.*
☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4; or
☐ Other.
(3) *Common parent.*
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
☐ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is...	Then...
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

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(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.204-91 CONTRACTOR IDENTIFICATION (DEVIATION 2026-O0038) (FEB 2026) (FAR)

As prescribed in 4.208(c)(2), insert the following clause:
Definitions. As used in this clause --
Commercial and Government Entity code means --
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").
Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.
(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.
(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table

If the Contractor is...	Then...
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.240-92 SECURITY REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS

252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-O0025) (FEB 2026) DFARS

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252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed at 9.104-7(b), insert the following provision:
(a) *Definitions*. As used in this provision --
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means --
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in -
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).
(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.109-5, insert the following provision:
(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.
(b) *Certification*. [*Offeror shall check either (1) or (2).*]

(1) The Offeror certifies that -
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination

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

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.
(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
(d) Do not submit an offer unless --
(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).
(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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) DFARS

52.210-1 MARKET RESEARCH (NOV 2021) FAR

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) DFARS

As prescribed in 211.274-5(a), use the following clause:
(a) *Definitions.* As used in this clause -
Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
Concatenated unique item identifier means -
(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
Data matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.
Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of

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SECTION I - CONTRACT CLAUSES (CONTINUED)

the data that follows.
DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.
DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
Enterprise means the entity (*e.g.*, a manufacturer or vendor) responsible for assigning unique item identifiers to items.
Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
Government's unit acquisition cost means -
(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.
Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at *http://www.aimglobal.org/?Reg_Authority15459*.
Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.
Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.
Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.
Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.
Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.
Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.
Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.
Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.
Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.
Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.
Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.
Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html* .
(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
(c) *Unique item identifier.*
(1) The Contractor shall provide a unique item identifier for the following:
(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items

Contract Line, Subline, or Exhibit Line Item Number	Item Description

(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

(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 .

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(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 .
(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.
(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that -
(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
(5) *Unique item identifier.*
(i) The Contractor shall -
(A) Determine whether to -
(*1*) Serialize within the enterprise identifier;
(*2*) Serialize within the part, lot, or batch number; or
(*3*) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
(ii) The issuing agency code -
(A) Shall not be placed on the item; and
(B) Shall be derived from the data qualifier for the enterprise identifier.
(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
(1) Unique item identifier.
(2) Unique item identifier type.
(3) Issuing agency code (if concatenated unique item identifier is used).
(4) Enterprise identifier (if concatenated unique item identifier is used).
(5) Original part number (if there is serialization within the original part number).
(6) Lot or batch number (if there is serialization within the lot or batch number).
(7) Current part number (optional and only if not the same as the original part number).
(8) Current part number effective date (optional and only if current part number is used).
(9) Serial number (if concatenated unique item identifier is used).
(10) Government's unit acquisition cost.
(11) Unit of measure.
(12) Type designation of the item as specified in the contract schedule, if any.
(13) Whether the item is an item of Special Tooling or Special Test Equipment.
(14) Whether the item is covered by a warranty.
(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**
(4) Issuing agency code (if concatenated unique item identifier is used).**
(5) Enterprise identifier (if concatenated unique item identifier is used).**

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(6) Original part number (if there is serialization within the original part number).**
(7) Lot or batch number (if there is serialization within the lot or batch number).**
(8) Current part number (optional and only if not the same as the original part number).**
(9) Current part number effective date (optional and only if current part number is used).**
(10) Serial number (if concatenated unique item identifier is used).**
(11) Description.
** Once per item.
(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
(2) Embedded items shall be reported by one of the following methods -
(i) Use of the embedded items capability in WAWF;
(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or rmats at http://dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
(g) *Subcontracts.* If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

52.211-5 MATERIAL REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.212-2 EVALUATION -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 12.205(a)(2), insert a provision substantially as follows:
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:
Past Performance and Price
(b) *Options (if applicable).* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).
(c) *Notice of award.* A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-4 TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-2 AUDIT AND RECORDS - NEGOTIATION (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-6 PLACE OF PERFORMANCE (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 15.110(f), insert the following provision:

Place of Performance (Deviation Date)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State, County, ZIP Code)
_____ _____
_____
_____

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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(End of Provision)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021) FAR

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.215-7992 ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026) DFARS

As prescribed at 215.110-70(c), use the following provision:

(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 (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); 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 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, 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 15.404).

(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 15.403-1 with the notification*].

(4) As specified in FAR 15.403-1(d), 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.

(End of provision)

252.215-7016 NOTIFICATION TO OFFERORS - POSTAWARD DEBRIEFINGS (DEC 2022) DFARS

52.216-1 TYPE OF CONTRACT (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.105 , complete and insert the following provision:

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

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.110(b), insert the following provision:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(a) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.
Offeror chooses to waive the evaluation preference.
(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2026-O038) (FEB 2026) FAR

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.104-3(c), insert the following clause:
(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that --
(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) *Applicability.* This clause applies only to --
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;
(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for --
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause --
[*Contracting Officer check as appropriate.*]
By the end of the base term of the contract and then by the end of each subsequent option period; or
_By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(End of clause)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (DEVIATION 2026-O0038) (FEB 2026) FAR

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:
(a) *Definitions*. As used in this clause --
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern --
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was 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.
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.
(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
(g) 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 (g)(1) of this clause*.] The Contractor represents that it **[]** is, **[]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) *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:* .]
(4) *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) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it **[]** is, **[]** is

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SECTION I - CONTRACT CLAUSES (CONTINUED)

not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it **[]** is, **[]** is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*]

(End of clause)

52.219-33 NONMANUFACTURER RULE (DEVIATION 2026-O0038) (FEB 2026) FAR

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS --- PARTNERSHIP AGREEMENT (OCT 2019) DFARS

As prescribed in 219.811-3(2), use the following clause:
(a) Awards will only be made to small business concerns that are expressly certified by
the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which
meet the following criteria at the time of submission of offer:
(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA
(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by .
(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall --
(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.
(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.
(e) The will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003) FAR

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2026-O0038) (FEB 2026) FAR

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION 2026-O0040, REVISION 1) (APR 2026) FAR

52.223-23 SUSTAINABLE PRODUCTS (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) DFARS

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) DFARS

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) DFARS

252.225-7013 DUTY-FREE ENTRY (OCT 2025) DFARS

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) DFARS

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013) DFARS

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

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) DFARS

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

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) FAR

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION 2026-O0038) (FEB 2026) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) DFARS

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (DEVIATION 2026-O0038) (FEB 2026) FAR

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52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION 2026-O0038) (FEB 2026) FAR

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) DFARS

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2022) DFARS

252.225-7051 PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (DEC 2022) DFARS

252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (JAN 2023) FAR

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022) DFARS

252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) DFARS

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022) DFARS

252.225-7058 POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) DFARS

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

252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (CLASS DEVIATION 2024-O0006, REVISION 1) (MAR 2024) DFARS

As prescribed in Class Deviation 2024-O0006, Revision 1, use the following clause:
(a) *Definitions*. As used in this clause --
"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include --
(1) Any shipment subject to price caps as specified in the --
(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or
(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or
(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or
(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including --
(1) Any action to secure or divest from facilities, property, or equipment;
(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;
(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.
Fossil fuel company means an entity or individual that --
(1) Carries out oil, gas, or coal exploration, development, or production activities;
(2) Processes or refines oil, gas, or coal; or
(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.
(b) *Prohibition*. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by --
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.
(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

(End of clause)

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

(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)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) DFARS

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) FAR

52.229-4 FEDERAL, STATE, LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013) FAR

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS —NOTICE AND REPRESENTATION (JUN 2020) FAR

(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;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENT (FEB 2021) FAR

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)
(iii) For customary progress payments based on costs incurred, submit a progress payment request.
(iv) For performance based payments, submit a performance based payment request.
(v) For commercial financing, submit a commercial financing request.
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]
(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.
Routing Data Table *

Field Name in WAWF	Data to be entered in WAWF	Guidance
Pay Official DoDAAC		(If blank, see resulting award)
Issue By DoDAAC		(If blank, see resulting award)
Admin DoDAAC		(If blank, see resulting award)
Inspect By DoDAAC		(If blank, see resulting award)
Ship To Code		(If blank, see resulting award)
Ship From Code		(If blank, see resulting award)
Mark For Code		(If blank, see resulting award)
Service Approver (DoDAAC)		(If blank, see resulting award)
Service Acceptor (DoDAAC)		(If blank, see resulting award)
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

(* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")
(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)
(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(*Contracting Officer: Insert applicable information or "Not applicable."*)
(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of Clause)

252.232-7011 PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS (MAY 2013) DFARS

52.233-1 DISPUTES (MAY 2014) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

As prescribed in 46.315, insert the following clause in solicitations and contracts for supplies or services when the conditions in 46.504 apply:
(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
(d) The certificate shall read as follows:
"I certify that on , the furnished the supplies or services called for by Contract No. via on in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."
Date of Execution:
Signature:
Title:

(End of clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

As prescribed in 46.710(a)(1), insert a clause substantially as follows:
(a) Definitions. As used in this clause.
"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."
(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **12 months from receipt by the Government that** [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].
(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as

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SECTION I - CONTRACT CLAUSES (CONTINUED)

supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.
(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **90 days after notification to DLA** [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].
(2) Within a reasonable time after the notice, the Contracting Officer may either.
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.
(A) May, for sampling purposes, group any supplies delivered under this contract;
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
(A) Require an equitable adjustment in the contract price for any group of supplies.
(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.
(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor.
(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR

52.248-1 VALUE ENGINEERING (JUN 2020) FAR

As prescribed in 48.201, insert the following clause:
(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
(b) *Definitions. Acquisition savings*, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --
(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise

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SECTION I - CONTRACT CLAUSES (CONTINUED)

of options, additional orders, and funding of subsequent year requirements on a multiyear contract.
Collateral costs, as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.
Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.
Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.
Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.
Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.
Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.
Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.
Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.
Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.
Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.
Value engineering change proposal (VECP) means a proposal that --
(1) Requires a change to this, the instant contract, to implement; and
(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided,* that it does not involve a change --
(i) In deliverable end item quantities only;
(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
(iii) To the contract type only.
(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
(3) Identification of the unit to which the VECP applies.
(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
(6) A prediction of any effects the proposed change would have on collateral costs to the agency.
(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
(e) *Government action.* (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings
[Figures in Percent]

Contract type	Sharing arrangement			
	Incentive (voluntary)		Program requirement (mandatory)	
	Instant contract rate	Con-current and future contract rate	Instant contract rate	Con-current and future contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	[1]50	[1]50	25	25
Incentive (fixed-price or cost) (other than award fee)	([2])	[1]50	([2])	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	[3]25	[3]25	15	15

[1]The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
[2]Same sharing arrangement as the contract's profit or fee adjustment formula.
[3]The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
(g) *Calculating net acquisition savings.* (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --
(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
(i) Fixed-price contracts --add to contract price.
(ii) Cost-reimbursement contracts --add to contract fee.
(i) *Concurrent and future contract savings.* (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of

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SECTION I - CONTRACT CLAUSES (CONTINUED)

future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.
(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
(m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
“These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.”
If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms *unlimited rights* and *limited rights* are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

(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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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)

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

(a)*Definitions.* As used in this clause --
Commercial product, commercial service and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) *2.101*.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b)To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(c)(1)The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
(i)52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii)52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii)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).
(iv)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
(v)52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
(vi)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(vii)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).
(viii)52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(ix)(A)52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (Pub. L. 115 -390, title II).
(B)Alternate I (Dec 2023) of 52.204-30.
(x)52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) [Reserved]
(xii) [Reserved]
(xiii)52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
(xiv)52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
(xv)52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
(xvi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii)(A)52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B)Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii)52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix)52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx)(A)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B)Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi)52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii)52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
(xxiii)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.).
(xxiv)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional

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SECTION I - CONTRACT CLAUSES (CONTINUED)

clauses necessary to satisfy its contractual obligations.
(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) FAR

As prescribed in 46.311, insert the following clause:
(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring

[*Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.*]
(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require-
(i) Control of such things as design, work operations, in-process control, testing, and inspection; or
(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.
(End of Clause)

E03 PRODUCTION LOT TESTING --- CONTRACTOR (MAY 2020)

(1) The purpose of production lot testing (PLT) is to validate quality conformance of products. The contractor shall complete PLT on the production lot(s) after first article approval, if the contract requires first article testing. The contractor shall price the PLT CLIN to cover the cost of the final test report and any approved samples that are consumed, destroyed, or otherwise rendered unusable during testing. The unit of issue for the PLT CLIN, EACH, is equal to one Production Lot Test (1EA=1PLT).
(2) For purposes of facilitating PLT, the engineering support activity and/or testing facility has authority to communicate and discuss clarifications directly with contractors. If the Government and/or the contractor identify changes to contract requirements, the contractor shall contact the post award contracting officer or contract administrator (see the “Issued By” blocks on the contract award or order) for written approval. The contractor shall not act on any revisions or other changes until the contracting officer issues a written modification approving the proposed revision(s)/change(s).
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3, and maintain and make available all records evidencing those details if requested by the Government. At least fourteen (14) calendar days (or as otherwise specified in the contract) prior to conducting the production lot test, the contractor shall provide written notice of the time and location of the test to the contracting officer and the cognizant DCMA functional specialist when full administration or quality support administration is delegated to DCMA, so the Government may witness sample selection and the test.
(4) Unless otherwise stated, the contractor shall select **[ZZ]** samples at random from the production lot(s) produced. If the quantity stated in the previous sentence equals “ZZ,” the contractor shall use the appropriate sample size identified in the technical data package or applicable sample plan provided by the Government. If the contractor cannot determine the sample quantity, the contractor shall obtain written confirmation of the sample size from the contracting officer.
(5) The contractor shall perform all tests on the PLT samples needed to verify/validate the items meet the contract technical/quality requirements.
(6) If a PLT sample fails, the entire production lot from which the contractor took the sample fails. The contractor shall notify the contracting officer and propose corrective action, if appropriate.
(7) The contractor shall prepare and disseminate the PLT report and applicable traceability documentation as follows:
(a) Prepare the test report in accordance with data item description DI-NDTI-80809B, and mark the test report, “Production Lot Test Report, Contract Number **[]** and Lot/Item Number **[]**.”
(b) Present the PLT report to the contracting officer for review.
(c) Include the following documentation with all shipments of PLT Reports:
(i) DD Form 1222 and system of record receiving report (i.e., WAWF or DD Form 250);
(ii) Copy of the contract/order;
(iii) Copy of all applicable test reports, showing actual results and tolerances specified in the technical data package;
(iv) Material and process certifications;
(v) Process operations and inspection method sheets;
(vi) Copies of drawings used to manufacture the PLT sample, with proper marking torestrict public disclosure (if desired) and from Government use other than for evaluation to the extent consistent with the Government's data rights under the contract; and
(vii) Documents required under a contract deliverables requirements list, if applicable.
(d) Submit all required documentation to the Government activity specified in the contract in time to allow for at least **[]** calendar days for review of the PLT report, and for the contracting officer to provide written notification of approval/disapproval to the contractor.
(i) For awards issued by DLA Troop Support Construction and Equipment (SPE8E), email all required documentation to Construction and Equipment PLT Monitor at trpsptcandepltmonitor@dla.mil . If documentation files exceed email limitations, submit to the following address: DLA Troop Support, Attention: Production Lot Testing Monitor, Building 3, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111.
(e) For PLT, the Government will conduct inspection at source and acceptance at destination. The FOB point is destination.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(f) Delivery.
(i) Ship test report to **[]**.
(ii) Delivery Schedule Information:
(A) Total Delivery Days for FAT (If Applicable)
(B) Days: Completion of Production Units (to include PLT samples), PLT, and Submission of PLT Report
(C) Days: Government PLT Report Evaluation and Notification to Contractor
(D) Days: Delivery of final production quantity to Government
(E) Total Delivery Days (Sum of paragraph **(**ii)(A) through (D) above

E05 PRODUCT VERIFICATION TESTING (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, “Product Verification Test Samples - Do Not Post to Stock," Contract Number [ ] and Lot/Item Number [ ]” adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.
(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

52.242-13 BANKRUPTCY (JUL 1995) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2022) DFARS

As prescribed in 243.205-71 , use the following clause:
(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
(b) In accordance with 10 U.S.C. 3862(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)
(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including -
(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.
(d) The certification requirement in paragraph (b) of this clause does not apply to -
(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
(2) Final adjustment under an incentive provision of the contract.

(End of clause)

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252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.239-7018 SUPPLY CHAIN RISK (DEC 2022) DFARS

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (DEC 2022) DFARS

252.244-7999 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0015) (FEB 2026) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (JAN 2023) DFARS

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA --- BASIC (OCT 2024) DFARS

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
	N/A		
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --
(1) Shall notify the Contracting Officer of that fact; and
(2) Hereby agrees to comply with all the terms and conditions of this clause.
(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:
(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in 52.107(b), insert the following clause:
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):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

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

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).
(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter

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SECTION I - CONTRACT CLAUSES (CONTINUED)

into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.
(b) *Representation*. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.
(End of provision)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR

52.225-1 Buy American --Supplies (Deviation 2026-O0038) (Feb 2026)
52.225-13 Security Prohibitions and Exclusions (Deviation 2026-O0038) (Feb 2026)
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (Deviation 2026-O0038) (Feb 2026)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)---ALTERNATE I (JUL 2019) DFARS

L08 USE OF SUPPLIER PERFORMANCE RISK SYSTEM (SPRS) IN PAST PERFORMANCE EVALUATIONS (JUN 2024)

C14 REPACKAGING OR RELABELING TO CORRECT DEFICIENCIES (AUG 2017)

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH_How_to_Upload_to_DIBBS	ATTACH_SPE1C126R0124___How_to_Upload_to_DIBBS.pdf
ATTACH_DD_Form_1222	DD Form 1222, July 2024.pdf

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2026-O0038) (FEB 2026) FAR

L27 ADDITION AND DELETION OF ITEMS (AUG 2017)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (FEB 2024) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM, ALT II (FEB 2024) DFARS

252.225-7062 RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES (JUL 2023) DFARS

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

252.225-7000 BUY AMERICAN -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2024) DFARS

Basic. As prescribed in 225.601(1), use the following provision:
(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “critical component,” “critical item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program --Basic clause of this solicitation.
(b) Evaluation. The Government --
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the Offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

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

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
	&ZF_225_7000_081&	

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]
(End of provision)

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

As prescribed in 7.203 , insert the following provision:

(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 a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of provision)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.108-6(a), insert the following provision:
(a) *Definitions*. As used in this clause --
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned --
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It **[]** is, **[]** is not an inverted domestic corporation; and
(2) It **[]** is, **[]** is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(a) The Government will not enter into a contract with any corporation that --
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that -
(1) It is **[ ]** is not **[ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is **[ ]** is not **[ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020) FAR

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION -- REPRESENTATION (JUN 2023) DFARS

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

Use the following provision in solicitations that include the clause at 252.225-7967:
(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.
(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --
(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:
(a) *Definitions.* As used in this provision- --
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means --
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology --
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019) DFARS

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (MAY 2021) DFARS

As prescribed in 240.270-6(b), use the following provision:
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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

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

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

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

(2) **[ ]** Outside the United States.

(End of provision)

252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043) (FEB 2026) DFARS

As prescribed in 204.208(b), insert the following provision:

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management -Registration, 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 (g) 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 (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

(vi) 252.229-7012, Tax Exemptions (Italy) --Representation. Applies to solicitations 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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

check as appropriate.]
[ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
[ ] (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.
[ ] (iii) 252.225-7020, Trade Agreements Certificate.
[ ] Use with Alternate I.
[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.
[ ] (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
[ ] Use with Alternate I.
[ ] Use with Alternate II.
[ ] Use with Alternate III.
[ ]Use with Alternate IV.
[ ]Use with Alternate V.
[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
[ ] (vii) 252.232-7015, Performance-Based Payments --Representation.
(g) 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 52.204-7 and paragraph (f) 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 4.203-1); 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.

(End of provision)

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

FAR 52.215-1 (DEVIATION 2026-O0038) (FEB 2026)

Addendum to Instruction to Offerors

A. Proposals will be evaluated based on the non-price factor Past Performance, in addition to price in accordance with the evaluation criteria outlined in the “Evaluation Factors for Award” section M of this solicitation. Accordingly, a written Technical Proposal and a written Business Proposal shall be submitted via DIBBs as detailed below. In order to provide full consideration of your qualification for contract award, you are encouraged to ensure that the information furnished in support of your technical and business proposals is factual, accurate, and complete.

B. The Department of War (DoW) is committed to applying “Best Value” contracting as a means to rely on industry for timely delivery of quality products, while reducing the Government's administrative costs associated with contractor oversight. To this end, we are evaluating non price factors in addition to price under this solicitation. Since effective production and quality control practices translate into better quality products, fewer delinquencies, reduced administrative costs, and lower overall costs to the Government, we will be using your Technical Proposal to assess the efficiency of your production methods and the effectiveness of your quality control procedures. Moreover, those offerors who consistently demonstrate an ability to deliver on time while consistently providing a quality product will receive more favorable consideration than those who do not.

C. **The Government reserves the right to verify the information provided in the Technical and Business Proposals.** Offerors are required to submit a Technical Proposal consisting of 1) Past Performance as part of their offer, and

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

proposals must be received before the time set forth for solicitation closing. The Technical Proposal will be evaluated to determine compliance with all characteristics listed for evaluation in the solicitation. Failure to furnish this information by the time specified in the solicitation may be cause for rejection of offers if not otherwise acceptable under the provisions for considering late offers.

Offeror's Technical Proposal and Business Proposal must be submitted via DIBBS, in accordance with the Submission Requirements below. The Technical Proposal must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration. Proposals will be evaluated in accordance with the factors listed in the solicitation.

The Business Proposal will be evaluated to determine the overall evaluated offer price. The pricing of any potential awardee must be determined fair and reasonable for all pricing under all tiers prior to any award. Special measurement pricing will not be added to the total evaluated price in consideration of the overall evaluated dollar value but must be determined fair and reasonable prior to any award.

1. Written Volume/Title/No. of Copies

Volume	Volume Title	No of Copies	Suggested Page Limit
I	Technical Proposal	1	FIVE (5)
II	Business Proposal	1*	NONE

*Offered prices annotated in the Schedule of Supplies/Services section constitute the offeror's Business Proposal. Offerors must return one completed and signed copy of the solicitation and any applicable amendments issued against the solicitation through DIBBS. Pricing must be offered for all items under all tiers in order to be eligible for award.

2. Volume I, Technical Proposal (see Submission Requirements at paragraph 4 of this addendum).

(a) The Technical Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. Failure to provide information as requested in any of the technical evaluation factors/aspects identified in the solicitation may be considered a “no response,” result in a deficiency finding, and warrant an “Unacceptable” rating for the applicable factor, aspect, element, or sub-element. Failure to provide the information requested may cause an offeror's proposal to be determined unacceptable and eliminated from further consideration for award. Offerors are advised to indicate, when appropriate, that they have no relevant past performance.

(b) Offerors are required to prepare and submit a proposal aligned with the technical evaluation factors/aspect specified in this solicitation to facilitate Government review and evaluation. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

3. Volume II, Business Proposal
(a) If this solicitation contains DFARS 252.215-7994, the offeror is required to furnish certified cost or pricing data or information other than certified cost or pricing data in the format specified in the clause or its Alternates.

(b) Cost and Pricing Data: A full cost and pricing proposal is not required. However, in accordance with FAR 15.403-1 (a), the offeror may be required to submit additional cost and pricing data during discussions. Therefore, offerors are cautioned to retain cost/price proposal worksheets, vendor quotations, and related support information that at a minimum, furnishes appropriate data on the prices at which the same item or similar items have previously been sold.

(c) The Government may require the submission of multiple Business Proposal revisions during any discussions which may occur.

(d) **Price submission by Offerors will take place in Section B Supplies or Service and Prices or Costs. Pricing**

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Instructions can be found in Section B of this solicitation.

NOTE: Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to business/pricing data. All cost/price data/information, if required, must be in Volume II. Conversely, the Business Proposal shall not address information requested under an element listed as a technical subfactor. All cost/price data/information shall only be contained in Volume II. Each volume shall be labeled accordingly to facilitate evaluation.

NOTE: A vendor's inability to submit an offer caused by failure of a vendor's hardware, software, any firewalls, unauthorized document transmittal, corrupted documents, Internet Service Provider, or the World Wide Web itself, is not cause for extension of a solicitation or acceptance of the technical proposal at a date and time beyond the closing date and time.

4. SUBMISSION REQUIRMENTS

A. TECHNICAL PROPOSAL EVALUATION FACTOR
(To be addressed in Volume I of the offeror's proposal in accordance with *Instructions for Proposals*)

FACTOR 1: PAST PERFORMANCE

There are three aspects to the past performance evaluation: recency, relevancy (including context of data) and quality (including general trends in contractor performance and source of information). The Government will consider the past performance for the primary offering entity CAGE code as well as the past performance of the CAGE codes listed for proposed places of performance.

Your Past Performance will be evaluated by using Supplier Risk Performance System (SPRS) for Federal Supply Class (FSC) 8305. The Past Performance will be evaluated by using SPRS contract data for the offeror's CAGE code and the places of performance CAGE codes, as well as information provided by offeror(s) regarding contract performance not included in SPRS. The Government may also evaluate information obtained from other Government sources such as customer surveys. In addition, past performance information submitted by the offeror may also be evaluated. If submitted, the submission shall be limited to five (5) pages and no more than three (3) contracts, as the Government will only evaluate the three (3) most recent and/or relevant contracts, with font sizes no smaller than 11pt. Offerors are cautioned to be concise in its summary as any documentation beyond page five (5) will not be considered/evaluated. Please note that executive summaries, indexes, etc. are included in the five (5) page limitation. It is the offeror's responsibility to format its submission to adhere to this requirement.

NOTE: The Government reserves the right to evaluate past performance up until award.

TECHNICAL PROPOSAL EVALUTION FACTOR:
1. Past Performance/Performance Confidence Assessment
   Subfactors:
   a. Past Performance Recency
   b. Past Performance Relevancy
   c. Quality of Performance (Products/Services)/Delivery Performance
      Elements:
      i. Quality of Products/Services
      ii. Delivery Performance

Every past performance evaluation will consider the following Subfactors:

CONTINUED ON NEXT PAGE

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

(a) **Past Performance Recency**

Recency is generally expressed as a time period during which past performance is considered relevant and is critical to establishing the relevancy of past performance information. The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within **three (3) years** preceding the solicitation closing date. Any information submitted **outside the three (3) years** will be considered **Not Recent**. **The Government will pull for evaluation SPRS contract data for FSC 8305 during the recency period, which is the last three years preceding the solicitation's closing date and up to award time.** The Government may pull for evaluation more than one SPRS report during the recency period. The Government will consider only performance that occurred during the recency period. If a vendor does not have any SPRS contract data, submit below information. Vendors with SPRS contract data may also provide below information.
Offerors may submit past performance contracts performed by the primary offering CAGE and/or contracts performed by the primary offeror's proposed places of performance for contracts for the same or similar items.

(1) Name of Customer.
(2) The contract/order number.
(3) Date of the contract/order.
(4) The commercial or Government entity point of contact (name, address, email address and telephone number).
(5) Total Contract length
(6) Starting and Ending Dates of Contract

Note: If there is no SPRS contract data and no recent performance provided by the offeror(s) and/or obtained by the Government Sources exists for the offeror's CAGE code as well as the proposed places of performance CAGE code during recency period, the offeror will be rated as Not Recent for Recency subfactor (Aspect a) and will receive an overall Neutral Confidence (Unknown Confidence) for Past Performance Confidence Assessment (Factor 2).

(b) Past Performance Relevancy

The offeror shall describe the extent of experience producing the same or similar item(s) for a commercial or Government entity within three (3) years preceding the solicitation closing date. To demonstrate equivalent complexity and scope, submitted contracts should reflect a quantity, production rate, and dollar value that most closely align with or exceed the requirements of this solicitation. Any information submitted outside the three (3) years will be considered Not Recent. Your Past Performance Relevancy will be evaluated by using your SPRS contract data and past performance for Federal Supply Class (FSC) 8305. If a vendor does not have a SPRS score, please submit the information below for consideration. Vendors with a SPRS score may also provide the information below.

For each contract identified in response to paragraph (a) above, the offeror shall provide:
(1) Annual Dollar Value
(2) Total Contract/order quantity
(3) Contract Annual Estimated Quantity per year
(4) Quantity shipped per month.
(5) Brief description of the item(s), including the National Stock Number (NSN) and specification number, if applicable.
(6) Brief explanation of how the items are similar in construction/complexity to the items being solicited, if applicable. If you have not made items of the same or similar construction, explain how you will accomplish this should you be the successful offeror.
(7)Were there any extraordinary actions to satisfy customer needs (be specific)?

If there is no SPRS contract data and no relevancy performance provided by the offeror(s) and/or obtained by the Government Sources exists for the offeror's CAGE code as well as the proposed places of performance CAGE code during recency period, the offeror will be rated as Not Relevant for Relevancy subfactor (Aspect b) and will receive an overall

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Neutral Confidence (Unknown Confidence) for Past Performance Confidence Assessment (Factor 2).

(c) **Quality of Performance (Products/Services)/Delivery Performance**

(i.) Quality of Products/Services

Your Past Quality will also be evaluated by using your SPRS contract data for Federal Supply Class (FSC) 8305. If a vendor does not have a SPRS score, please submit the information below for consideration. Vendors with a SPRS score may also provide the below information.

For each contract identified in response to paragraph (a) above, the offeror shall describe the quality of items delivered. For substandard quality, the offeror shall specifically address any warranty actions taken; quality deficiency reports issued or returned merchandise including one-for-one exchanges). The description of the problem shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not it was the offeror's fault or subject mitigating circumstances.

(ii.) Delivery Performance

The Offeror's delivery performance will be evaluated using the offeror's Supplier Performance Risk System (SPRS) score for Federal Supply Class (FSC) 8*305*. **A SPRS summary report will also be evaluated for the offeror's Cage code for an overall summary score of all FSCs.** If a vendor does not have a score, please submit the information below for consideration. Vendors with a SPRS score may also provide below information. If no SPRS score exists for the offers cage as well as the proposed places of performance you will be rated neutral.

For each contract identified in response to paragraph (a) above:

a. Indicate whether the items were delivered on time, ahead of or behind schedule. If the items were not delivered on time, the offeror shall also provide the number of days delivered ahead of or behind schedule, whether revised delivery schedules were granted and an explanation for any delivery extensions.

b. For delinquent delivery, the description shall also include an explanation for its occurrence, a clear plan or evidence of measures taken to preclude a recurrence and whether or not the problem was the offeror's fault, otherwise excusable or subject to mitigating circumstances.

Past Performance Note 1: The Past Performance Confidence Assessment Aspects/Elements a. Recency, b. Relevancy, c. Quality of Performance (Products/Services) when combined will form a Past Performance Confidence Assessment Rating.

Past Performance Note 2: Elements, under the "Quality of Performance (Products/Services)" Aspect c, ii. Delivery Performance and ii. Quality of Products/Services are listed in descending order of importance and will form a Quality of Performance (Products/Services) Rating.

Note: The government reserves the right to consider more recent past performance (beyond the date of solicitation closing until the time of award).

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252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-O0038) (FEB 2026) FAR

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)

Offerors shall select one of the following alternatives for paperless order transmission:
[ ] American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or
[ ] Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.
Offerors must register on the DLA Internet Bid Board System (DIBBS) (https://www.dibbs.bsm.dla.mil/) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.
Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at Defense Automatic Addressing System (DAAS) Value Added Network List (https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp).
Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:
DLA Land and Maritime, Helpdesk.EBS.L&M.LTCs@dla.mil
DLA Troop Support, dlaedigroup@dla.mil
DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0038) (FEB 2026) FAR

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (DEVIATION 2026-O0038) (FEB 2026) FAR

252.215-7013 SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023) DFARS

L06 AGENCY PROTESTS (DEC 2016)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(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 **john.luczyszyn@dla.mil**. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

Section M- Evaluation Factors for Award

FAR 52.212-2 Evaluation --Commercial Products and Commercial Services (DEVIATION 2026-O0038) (FEB 2026) Addendum to Evaluation Factors for Award.

NOTE: This solicitation is issued **as a Small Business Set-Aside** following BEST VALUE TRADEOFF Source Selection Evaluation Procedures, FAR 15.101-1.

The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the Government, cost or price, and other evaluation factors considered. The Government will award a contract only to the business concern whose technical proposal establishes that it can meet the requirements of the Government. For this solicitation, all evaluation factors other than cost or price, when combined, are

[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation subfactors becomes more significant.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

[ ] approximately equal to cost or price.

[X] significantly more important than cost or price. **As other evaluation subfactors become more equal, the evaluated cost or price becomes more important.**

Non-Cost/Price Evaluation Criteria:

To ensure timely delivery and a quality product, this acquisition will be procured using Best Value Source Selection procedures. The use of Best Value procedures will allow the Government to comparatively evaluate past performance, as well as price to select the source which demonstrates the highest probability of successful performance at a fair and reasonable price.

The first non-cost or non-price evaluation technical factor of Past Performance is the most important factor which considers the likelihood of successful performance under this requirement of an offeror based on their ability to meet the required specifications of the items being purchased.

For award evaluation purposes Past Performance will be significantly more important in the award evaluation process than price.

The following evaluation factors *(to include subfactors and the associated elements)* are listed in descending order of importance and will be used for the award evaluation:

TECHNICAL PROPOSAL EVALUTION FACTOR:

Factor 1: Past Performance/Performance Confidence Assessment*
Subfactors:
a. Past Performance Recency
b. Past Performance Relevancy
c. Quality of Performance (Products/Services)/Delivery Performance
Elements:
i. Quality of Products/Services
ii. Delivery Performance

Past Performance Note 1: *The Past Performance Confidence Assessment Aspects/Elements a. Recency, b. Relevancy, c. Quality of Performance (Products/Services) when combined will form a Past Performance Confidence Assessment Rating.*

Past Performance Note 2: *Elements, under the "Quality of Performance (Products/Services)" Aspect c, ii. Delivery Performance and ii. Quality of Products/Services are listed in descending order of importance and will form a Quality of Performance (Products/Services) Rating.*

NOTE: The Government will reserve the right to consider Past Performance information that occurs up to time of award as well.

Price Evaluation Criteria:
After the final technical evaluations are completed the offeror's total price for will be evaluated. The Offeror's **Total Evaluated Price** will be used for evaluation purposes, and it is calculated by multiplying the unit price by quantity to arrive at a Total Dollar Value per NSN. The Total Dollar Value for both NSNs is then added together to arrive at the Total Evaluated Price. All non-price evaluation factors, when combined, are significantly more important than price; therefore, as the non-price evaluation ratings become more equal, the cost/price factor becomes more important. Pricing will be determined **fair and reasonable** based on competition and market trends.

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SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

a. EVALUATION PROCESS

Offerors are required to submit Technical Proposals as prescribed in the “Instructions for Proposals” of this solicitation. Each Technical Proposal will be evaluated against the technical factors specified in the “Evaluation Factors for Award” section of this solicitation. After the technical evaluation, each proposal will be rated as cited on the pages which immediately follow.

FACTOR 1 - PAST PERFORMANCE - PERFORMANCE CONFIDENCE ASSESSMENT

The three (3) Past Performance Confidence Assessment Subfactors (a, b, and c) are all of equal importance. Additionally, element ii. Delivery Performance will be considered more important than i. Quality of Products/Services when determining the overall rating of subfactor (c). An overall rating will be assigned for the Past Performance Confidence Assessment (Factor 1) based on the combined evaluation of all three (3) subfactors: Recency, Relevancy, and Quality of Performance (Products/ Services)/Delivery Performance.

Subfactor a: Recency

The Government will utilize the following rating scale to evaluate Past Performance Recency:

RECENT

Offeror's past performance during the three (3) years prior to the closing date, as well as its recent performance up until the time of award, will be considered as recent.

NOT RECENT

Any performance outside of, or greater than three (3) years prior to the closing date, will be considered “not recent” and will not be further evaluated for relevancy or quality of products and services.

Subfactor b: Relevancy

The Government will utilize the following ratings to evaluate Relevancy:

VERY RELEVANT

Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

RELEVANT

Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

SOMEWHAT RELEVANT

Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

NOT RELEVANT

Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

c: Quality of Performance (Products/Services)/Delivery Performance

The Government will utilize the following rating scale to evaluate Quality of Products/Services and Delivery Performance elements to formulate the overall rating for Subfactor c Quality of Performance subfactor:

OUTSTANDING

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. The offeror's past performance record indicates the offeror consistently meets and/or exceeds most contract requirements. Past contractual performance has been accomplished with few minor problems for which corrective actions taken by the offeror have been highly effective.

GOOD

Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. The offeror's past performance record indicates the offeror consistently meets and/or exceeds some contract requirements. Past contractual performance has been accomplished with some minor problems for which corrective actions taken by the offeror have been effective.

ACCEPTABLE

Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. The offeror's past performance record indicates the offeror met contract requirements. Offeror's record of past performance contains reports of some minor problems for which corrective actions taken by the offeror appear to have been or were acceptable.

MARGINAL

Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. The offeror's past performance record indicates the offeror has not met some contract requirements. Offeror's record of past performance contains reports of serious problems for which the offeror did not identify corrective actions or proposed corrective actions that were only marginally effective or were not fully implemented.

UNACCEPTABLE

Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable. The offeror's past performance record indicates the offeror has not met most contractual requirements, recovery was not accomplished in a
timely manner, and proposed corrective actions appear or were ineffective.

Past Performance Confidence Assessment - Overall Rating

The following rating symbology will be utilized to arrive at the overall rating for Past Performance. The rating is based on the Recency, the Relevancy and the Quality of Performance (Products/Services)/Delivery Performance subfactors. This overall rating is known as the Past Performance Confidence Assessment, and will be rated in accordance with one of the below adjectival rating definitions:

SUBSTANTIAL CONFIDENCE

Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

SATISFACTORY CONFIDENCE

Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

NEUTRAL CONFIDENCE

No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorable or unfavorable on the factor of past performance.

LIMITED CONFIDENCE

CONTINUED ON NEXT PAGE

SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)

Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

NO CONFIDENCE
Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

NOTE: **The Government reserves the right to evaluate past performance up until award.**

2. Business Evaluation

Each proposal will be evaluated against the requirements of the solicitation. The Offeror's **Total Evaluated Price** will be used for evaluation purposes, and it is calculated by multiplying each NSNs offered price by its quantity to arrive at a Total Dollar Value per NSN. The Total Dollar Value for both NSNs is then added together to arrive at the Total Evaluated Price. All non-price evaluation factors, when combined, are significantly more important than price; therefore, as the non-price evaluation ratings become more equal, the cost/price factor becomes more important. Pricing will be determined **fair and reasonable** based on competition and market trends.

(C) SELECTION
The responsible offeror whose proposal is the most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors, will be selected for award.

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

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)