SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N6449826Q52470002	30 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Stefan Kitzinger	2156149052	25 Aug 2026 03:00 PM

9. ISSUED BY CODE N64498

NSWC PHILADELPHIA DIV
5001 S BROAD STREET, PHILADELPHIA PA 19112-1403
PHILADELPHIA, PA 19112-1403
UNITED STATES
Stefan Kitzinger, Email: stefan.b.kitzinger.civ@us.navy.mil Telephone: 2156149052

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 334111

SIZE STANDARD: 1250

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

Section A - Solicitation/Contract Form

Dev Lab

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	CONN SOCKET 22-26AWG CRIMP TIN Internal Number: 1019958897 Pricing Arrangement: Firm Fixed Price	1	Each		
0002	CONN RCPT HSG 18POS 2.54MM Internal Number: 1019958897 Pricing Arrangement: Firm Fixed Price	16	Each		
0003	FUSE GLASS 1A 250VAC 5X20MM National Stock Number: 5920014265164 Pricing Arrangement: Firm Fixed Price	20	Each		
0004	FUSE GLASS 2A 250VAC 5X20MM Internal Number: 1020906195 Pricing Arrangement: Firm Fixed Price	32	Each		
0005	FUSE GLASS 3.15A 250VAC 5X20MM Internal Number: 1020906197 Pricing Arrangement: Firm Fixed Price	32	Each		
0006	FUSE GLASS 500MA 250VAC 5X20MM Internal Number: 1020906196 Pricing Arrangement: Firm Fixed Price	320	Each		
0007	FUSE GLASS 5A 250VAC 5X20MM Internal Number: 1020906194 Pricing Arrangement: Firm Fixed Price	20	Each		
0008	HDMI IN-LINE SIGNAL BOOSTER F/F Internal Number: 1024127149 Pricing Arrangement: Firm Fixed Price	12	Each		
0009	CABLE ASSY HD15 SHLD BLACK 3.05M Internal Number: 1024142507 Pricing Arrangement: Firm Fixed Price	10	Each		
	CABLE COMB CABLE ORGANZING TOOL				

0010	Internal Number: 1022661331 Pricing Arrangement: Firm Fixed Price	1	Each		
0011	Unshielded Flexible Tray Cable - 16 AWG 5 Conductor - Black (per FT) Internal Number: 1023263160 Pricing Arrangement: Firm Fixed Price	10	Each		
0012	10 Position Cable Assembly Rectangular Socket to Socket 3.28' (1.00 m) Internal Number: 1024142495 Pricing Arrangement: Firm Fixed Price	4	Each		
0013	Cable Stereo Phone Plug, 3.5mm (1/8") To Phone Plug, 3.5mm (1/8") 10.0' (3.05m) Internal Number: 1024142505 Pricing Arrangement: Firm Fixed Price	4	Each		
0014	D-Sub Cable Assembly DB9 Ivory 10.00' (3.05m) Plug, Male Pins (9) to Receptacle, Female Sockets Shielded Internal Number: 1024142503 Pricing Arrangement: Firm Fixed Price	8	Each		
0015	DIN RAIL ADAPTER Internal Number: 1024127105 Pricing Arrangement: Firm Fixed Price	16	Each		
0016	Modular Coupler Connector Jack, 8p8c (RJ45) To Jack, 8p8c (RJ45) Cat6a Shielded Internal Number: 1024127107 Pricing Arrangement: Firm Fixed Price	16	Each		
0017	Round cable set; connection 1: IDC/FLK socket strip (1x 14-position); connection 2: IDC/FLK socket strip (1x 14-position); cable length: 1 m Internal Number: 1024127111 Pricing Arrangement: Firm Fixed Price	4	Each		
0018	Round cable set; connection 1: IDC/FLK socket strip (1x 50-position); connection 2: IDC/FLK socket strip (1x 50-position); cable length: 1 m National Stock Number: 6150123957669 Pricing Arrangement: Firm Fixed Price	8	Each		
0019	Round cable set; connection 1: IDC/FLK socket strip (1x 16-position); connection 2: IDC/FLK socket strip (1x 16-position); cable length: 1 m Internal Number: 1024127115 Pricing Arrangement: Firm Fixed Price	4	Each		
0020	Round cable set; connection 1: IDC/FLK socket strip (1x 26-position); connection 2: IDC/FLK socket strip (1x 26-position); cable length: 1 m	4	Each		

	Internal Number: 1024127117 Pricing Arrangement: Firm Fixed Price				
0021	Round cable set; connection 1: IDC/FLK socket strip (1x 34-position); connection 2: IDC/FLK socket strip (1x 34-position); cable length: 1 m Internal Number: 1024127119 Pricing Arrangement: Firm Fixed Price	12	Each		
0022	10 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG Internal Number: 1024127121 Pricing Arrangement: Firm Fixed Price	35	Each		
0023	14 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG Internal Number: 1024127123 Pricing Arrangement: Firm Fixed Price	8	Each		
0024	16 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG Internal Number: 1024127125 Pricing Arrangement: Firm Fixed Price	4	Each		
0025	26 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG National Stock Number: 5998017193461 Pricing Arrangement: Firm Fixed Price	4	Each		
0026	34 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG National Stock Number: 5998017194710 Pricing Arrangement: Firm Fixed Price	20	Each		
0027	40 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG Internal Number: 1024127131 Pricing Arrangement: Firm Fixed Price	5	Each		
0028	50 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG Internal Number: 1024127133 Pricing Arrangement: Firm Fixed Price	16	Each		
0029	9 Position Interface Module Terminal Blocks - Screw Connection To D-Sub, Female 12-24 AWG Internal Number: 1024127135 Pricing Arrangement: Firm Fixed Price	48	Each		
0030	15 Position Interface Module Terminal Blocks - Screw Connection To D-Sub, Female 12-24 AWG Internal Number: 1024127137 Pricing Arrangement: Firm Fixed Price	5	Each		

0031	Round cable set; connection 1: IDC/FLK socket strip (1x 10-position, 180-out put); connection 2: IDC/FLK socket strip (1x 10-position, 90-out put); cable length: 1.5 m Internal Number: 1024142493 Pricing Arrangement: Firm Fixed Price	1	Each		
0032	Position Terminal Block, Cross Connection Jumper Customizable, 500mm Long Internal Number: 1021169145 Pricing Arrangement: Firm Fixed Price	4	Each		
0033	Position Terminal Block, Cross Connection Jumper Customizable, 500mm Long Internal Number: 1020389649 Pricing Arrangement: Firm Fixed Price	4	Each		
0034	Connector Separator, Rail Type For INTERFACE PLC Series Internal Number: 1024142497 Pricing Arrangement: Firm Fixed Price	20	Each		
0035	AC/DC DIN RAIL SUPPLY 5V 25W Internal Number: 1020063754 Pricing Arrangement: Firm Fixed Price	10	Each		
0036	AC/DC DIN RAIL SUPPLY 12V 30W Internal Number: 1020427688 Pricing Arrangement: Firm Fixed Price	19	Each		
0037	INTERFACE MOD HDR 20POS 12-24AWG Internal Number: 1024142487 Pricing Arrangement: Firm Fixed Price	1	Each		
0038	Round cable set; connection 1: IDC/FLK socket strip (1x 10-position); connection 2: IDC/FLK socket strip (1x 10-position); cable length: 3 m Internal Number: 1024142483 Pricing Arrangement: Firm Fixed Price	4	Each		
0039	Round cable set; connection 1: IDC/FLK socket strip (1x 34-position); connection 2: IDC/FLK socket strip (1x 34-position); cable length: 3 m Internal Number: 1024142485 Pricing Arrangement: Firm Fixed Price	4	Each		
0040	Round cable set; connection 1: IDC/FLK socket strip (1x 50-position); connection 2: IDC/FLK socket strip (1x 50-position); cable length: 3 m Internal Number: 1024142481 Pricing Arrangement: Firm Fixed Price	4	Each		
0041	AC RCPT NEMA 5-15R	4	Each		

	Internal Number: 1024142501 Pricing Arrangement: Firm Fixed Price				
0042	CONN D-SUB RCPT 9POS SOLDER CUP Internal Number: 1024142479 Pricing Arrangement: Firm Fixed Price	2	Each		
0043	INTERFACE MOD DSUB MALE 15POS Internal Number: 1024142491 Pricing Arrangement: Firm Fixed Price	1	Each		
0044	INTERFACE MOD DSUB MALE 9POS Internal Number: 1024142489 Pricing Arrangement: Firm Fixed Price	32	Each		
0045	CONN D-SUB SOCKET 20-24AWG CRIMP Internal Number: 1024142477 Pricing Arrangement: Firm Fixed Price	23	Each		
0046	RES 43 OHM 1% 1/4W AXIAL Internal Number: 1023856309 Pricing Arrangement: Firm Fixed Price	10	Each		
0047	RES 470 OHM 5% 1/4W AXIAL Internal Number: 1019132928 Pricing Arrangement: Firm Fixed Price	10	Each		
0048	RES 12K OHM 5% 1/4W AXIAL Internal Number: 1022423963 Pricing Arrangement: Firm Fixed Price	10	Each		
0049	3M 10FT USB 3.0 A TO A CABLE Internal Number: 1023353169 Pricing Arrangement: Firm Fixed Price	10	Each		
0050	LINE FILTER 250VAC 3A CHASS MNT Internal Number: 1024127147 Pricing Arrangement: Firm Fixed Price	8	Each		
0051	SWITCH TOGGLE 3A 120V Internal Number: 1024127143 Pricing Arrangement: Firm Fixed Price	170	Each		
	SWITCH TOGGLE 2A 120V				

0052	Internal Number: 1024127145 Pricing Arrangement: Firm Fixed Price	55	Each		

Section C - Description/Specifications/Statement of Work

Statement of Work for Commercial Off-The-Shelf (COTS) Hardware Procurement

1.0 INTRODUCTION

The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's Hull, Mechanical and Electrical (HM&E) Systems for ships, submarines, military watercraft and unmanned vehicles. This requirement is for the procurement of Commercial-Off-The-Shelf (COTS) hardware to support NSWCPD operations.

1.2 BACKGROUND

The Naval Surface Warfare Center Philadelphia Division (NSWCPD) requires the procurement of Commercial-Off-The-Shelf (COTS) industrial control and electronic hardware. This hardware is intended to support the outfitting and stand-up of a new software developmental laboratory. This purchase description defines the Government's minimum requirements in terms of physical, functional, and performance characteristics to encourage the supply of standard commercial items.

1.3 SCOPE OF WORK

All products offered shall be standard Commercial-Off-The-Shelf (COTS) items. Offerors may provide the specific reference brand name items listed below or present "Equal" commercial/non-developmental items.

Because these items are critical to establishing the power distribution, signal routing, and interface architecture of a software developmental testing environment, any "Equal" product offered must meet or exceed the salient physical, functional, and performance characteristics of the referenced item. This includes exact interoperability (form, fit, and function) with existing NSWCPD 35mm DIN-rail infrastructures and precise electrical tolerances to protect lab equipment.

The contractor shall procure and deliver the 52 COTS hardware items as specified in Section 3.0 of this Statement of Work.

2.0 APPLICABLE DOCUMENTS

N/A

3.0 REQUIREMENTS

The contractor shall provide the following items:

Item #	Manufacturer Part Number	Manufacturer	Technical Description	Total Qty
1	47649-000LF	Amphenol CS (FCI) (VA)	CONN SOCKET 22-26AWG CRIMP TIN	1
2	65846-008LF	Amphenol CS (FCI)	CONN RCPT HSG 18POS 2.54MM	16
3	BK/GDC-1A	Eaton Electronics Division	FUSE GLASS 1A 250VAC 5X20MM	20
4	BK/GDC-2A	Eaton Electronics Division	FUSE GLASS 2A 250VAC 5X20MM	32
5	BK/GDC-3.15A	Eaton Electronics Division	FUSE GLASS 3.15A 250VAC 5X20MM	32
6	BK/GDC-500MA	Eaton Electronics Division	FUSE GLASS 500MA 250VAC 5X20MM	320
7	BK/GDC-5A	Eaton Electronics Division	FUSE GLASS 5A 250VAC 5X20MM	20
8	B122-000-4K6	Eaton Tripp Lite	HDMI IN-LINE SIGNAL BOOSTER F/F	12
9	P502-010	Eaton Tripp Lite	CABLE ASSY HD15 SHLD BLACK 3.05M	10
10	CCB-25	Jonard Tools	CABLE COMB CABLE ORGANIZING TOOL	1
11	221605	LAPP	Unshielded Flexible Tray Cable - 16 AWG 5 Conductor - Black (per FT)	10
12	2451351010	Molex	10 Position Cable Assembly Rectangular Socket to Socket 3.28' (1.00m)	4
13	FE-3MM-10MM	My Cable Mart	Cable Stereo Phone Plug, 3.5mm (1/8") To Phone Plug, 3.5mm (1/8") 10.0' (3.05m)	4
14	CM-180216BSTK	Coolgear	D-Sub Cable Assembly DB9 Ivory 10.00' (3.05m) Plug, Male Pins (9) to Receptacle, Female Sockets Shielded	8
15	1041740	Phoenix Contact	DIN RAIL ADAPTER	16
16	1041760	Phoenix Contact	Modular Coupler Connector Jack, 8p8c (RJ45) To Jack, 8p8c (RJ45) Cat6a Shielded	16
17	2288914	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 14-position); connection 2: IDC/FLK socket strip (1x 14-position); cable length: 1 m	4

18	2289078	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 50-position); connection 2: IDC/FLK socket strip (1x 50-position); cable length: 1 m	8
19	2299301	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 16-position); connection 2: IDC/FLK socket strip (1x 16-position); cable length: 1 m	4
20	2299398	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 26-position); connection 2: IDC/FLK socket strip (1x 26-position); cable length: 1 m	4
21	2299482	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 34-position); connection 2: IDC/FLK socket strip (1x 34-position); cable length: 1 m	12
22	2315010	Phoenix Contact	10 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	35
23	2315023	Phoenix Contact	14 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	8
24	2315036	Phoenix Contact	16 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	4
25	2315052	Phoenix Contact	26 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	4
26	2315065	Phoenix Contact	34 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	20
27	2315078	Phoenix Contact	40 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	5
28	2315081	Phoenix Contact	50 Position Interface Module Terminal Blocks - Screw Connection To Rectangular, Male 12-24 AWG	16
29	2315162	Phoenix Contact	9 Position Interface Module Terminal Blocks - Screw Connection To D-Sub, Female 12-24 AWG	48
30	2315175	Phoenix Contact	15 Position Interface Module Terminal Blocks - Screw Connection To D-Sub, Female 12-24 AWG	5
31	2318376	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 10-position, 180-out put); connection 2: IDC/FLK socket strip (1x 10-position, 90-out put); cable length: 1.5 m	1
32	2966692	Phoenix Contact	Position Terminal Block, Cross Connection Jumper Customizable, 500mm Long	4
33	2966838	Phoenix Contact	Position Terminal Block, Cross Connection Jumper Customizable, 500mm Long	4
34	2966841	Phoenix Contact	Connector Separator, Rail Type For INTERFACE PLC Series	20

35	2904374	Phoenix Contact	AC/DC DIN RAIL SUPPLY 5V 25W	10
36	2902998	Phoenix Contact	AC/DC DIN RAIL SUPPLY 12V 30W	19
37	2315049	Phoenix Contact	INTERFACE MOD HDR 20POS 12-24AWG	1
38	2299246	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 10-position); connection 2: IDC/FLK socket strip (1x 10-position); cable length: 3 m	4
39	2299518	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 34-position); connection 2: IDC/FLK socket strip (1x 34-position); cable length: 3 m	4
40	2289117	Phoenix Contact	Round cable set; connection 1: IDC/FLK socket strip (1x 50-position); connection 2: IDC/FLK socket strip (1x 50-position); cable length: 3 m	4
41	0804168	Phoenix Contact	AC RCPT NEMA 5-15R	4
42	1688803	Phoenix Contact	CONN D-SUB RCPT 9POS SOLDER CUP	2
43	2315120	Phoenix Contact	INTERFACE MOD DSUB MALE 15POS	1
44	2315117	Phoenix Contact	INTERFACE MOD DSUB MALE 9POS	32
45	1418788	Phoenix Contact	CONN D-SUB SOCKET 20-24AWG CRIMP	23
46	RNMF14FTC43R0	Stackpole Electronics Inc. (VA)	RES 43 OHM 1% 1/4W AXIAL	10
47	CF14JT470R	Stackpole Electronics Inc. (VA)	RES 470 OHM 5% 1/4W AXIAL	10
48	CF14JT12K0	Stackpole Electronics Inc. (VA)	RES 12K OHM 5% 1/4W AXIAL	10
49	USB3SAA3MBK	StarTech.com	3M 10FT USB 3.0 A TO A CABLE	10
50	6609049-1	TE Connectivity Corcom Filters	LINE FILTER 250VAC 3A CHASS MNT	8
51	45290T/2	Electrotech Sales Group LLC	SWITCH TOGGLE 3A 120V	170
52	45290T/3	Electrotech Sales Group LLC	SWITCH TOGGLE 2A 120V	55

4.0 DELIVERABLES

- 4.1 The contractor shall deliver all sixty (52) line items specified in Section 3.0. All items must be new and in original packaging.
- 4.2 A single shipment containing all items shall be delivered to the address specified in Section 6.0 no later than the date specified in Period of Performance (Section 11.0).

5.0 SECURITY REQUIREMENTS

N/A

6.0 PLACE OF PERFORMANCE

Performance will occur at the contractor's facility. All items shall be shipped to:

Naval Surface Warfare Center, Philadelphia Division
1601 Langley Ave, Bldg. 542 (East side)
Philadelphia, PA 19112-1604

7.0 TRAVEL

N/A

8.0 GOVERNMENT FURNISHED PROPERTY

N/A

9.0 GOVERNMENT FURNISHED INFORMATION

N/A

10.0 SUBJECT MATTER EXPERT (SME)

- NAME: John Greis
- EMAIL: john.k.greis.civ@us.navy.mil
- CELL: 267-846-4798

11.0 PERIOD OF PERFORMANCE

The period of performance for the delivery of all hardware shall be completed no later than 60 days after contract award.

Requirements

Commercial laboratory equipment to support the assembly of configurable simulator and stimulator systems for DDG-51 control system testing.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (Oct 2018)

(a) Department means the Department of the Navy.

(b) Commander, Naval Sea Systems Command means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit nonsignificant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(Endof Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) (Jan 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-212-W002 COMMERCIAL SUPPLIER AGREEMENTS (NAVSEA) (MAR 2019) (Mar 2019)

(a) Commercial Supplier Agreement means End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement.

(b) Any Commercial Supplier Agreement must be provided in full text as part of a quote or offer without hyperlinks.

(c) The contract/order Schedule and Federal Acquisition Regulation (FAR) 52.212-4, Contract Terms and Conditions--Commercial Items, shall take precedence over any conflicting provisions in a Commercial Supplier Agreement.

(d) If any requirement in the Commercial Supplier Agreement conflicts with Federal law or regulations (see FAR 12.212(a)), the following shall apply:

(i) Any such requirement is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such requirement by virtue of it appearing in the Commercial Supplier Agreement. If the Commercial Supplier Agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such requirement.

(iii) Any such requirement is deemed to be stricken from the Commercial Supplier Agreement.

(e) Automatic renewals. License Agreements will expire at end of the term identified in the Purchase Order /Contract. Automatic renewals are not permitted and any such provision is void.

(f) Changes to the Commercial Supplier Agreement. Unilateral changes of the Commercial Supplier Agreement are impermissible and any requirement authorizing such changes is unenforceable. Changes must be in writing and executed by both parties to be effective.

(g) Third Part License (Embedded Software).

(i) The Contractor agrees that it has obtained all necessary licenses for the Government for any third party materials (including without limitation all Open Source licenses) provided within the product.

(ii) Contractor agrees that it complies with and shall continue to comply with all of its obligations under Third Party Licenses (including without limitation all Open Source licenses) associated with any third party materials provided within each product.

(iii) To the extent that the Government's use of the software products licensed herein is in compliance with the Contractor's Commercial Supplier Agreement, the Government's use will also be in compliance with any Third Party Licenses.

(h) Audits. In lieu of any audit provisions in the Commercial Supplier Agreement, the Government agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, the Contractor shall, upon reasonable notice, have the right to require that the Government conduct an internal audit to ascertain and verify the number of licenses in use and to verify that the Government's use of the product is in conformity with this Agreement. The Government is not required to use any tools provided by the Contractor to conduct the audit and shall not be required to pay for any tools provided by the Contractor to conduct the audit. The results of any such audit shall be kept confidential.

If verification discloses that the Government's use is not in conformity with this Agreement, the Government agrees to resolve any noncompliance by either removing or correcting the unlicensed installation and use of the software identified by the audit as not in conformity with this Agreement.

(i) Confidentiality. Commercial Supplier Agreements' terms and the final contract pricing may not be deemed confidential. Other marked confidential information will be appropriately guarded.

(j) Assignment. The Government shall have the right, without the prior written consent of the Contractor or its authorized resellers, to assign, reassign, or transfer software licenses among Government employees or the Government's rights in the Contractor's product to any governmental organization that is managed, operated, or controlled by the Government.

Such authorization includes sublicensing, and assignment or transfer among or between authorized users. In the event authorized users are reorganized or restructured such that their responsibilities and operations are transferred to another government agency, the agency shall have the right to assign the affected program licenses to a successor agency. The licensed agency and the successor agency agree to be bound to the Commercial Supplier Agreement as modified. The transferee shall be bound by the license metrics and limitations in this license. Government shall complete any documentation required by the Contractor to facilitate the transfer of this license, and continuation of support shall be the responsibility of the transferee.

For the avoidance of doubt, any assignment or transfer of licenses of the Contractor's products is also subject to all other terms of the Commercial Supplier Agreement, as well as the Contractor's policies governing product dependencies and version compatibility. Reassignment does not require that the license be under maintenance or support in order to execute a transfer.

(k) Litigation. Any requirement insisting that the commercial supplier or licensor control any litigation arising from the government's use of the contractor's supplies or services is deleted and unenforceable.

(l) Equitable Remedies. Equitable remedies, injunctive relief, and binding arbitration requirements shall not be enforced unless explicitly authorized by agency guidance or statute.

(m) Venue. Any claim or dispute shall be resolved under the Contract Disputes Act and FAR 52.233-1. The forum for resolution of disputes and applicable statutes of limitation shall be governed by federal law.

(n) Applicable law. In accordance with FAR 52.233-4, United States law shall apply to resolve any claim of breach of this contract and such actions shall be handled in the applicable Federal court of jurisdiction.

(End of Text)

C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021) (Jul 2021)

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) _____ [contracting officers shall list terms(s) (Government assigned or approved nomenclature)] (the "Designation(s)"), against the Government or others authorized by the

Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation (s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018) (Dec 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED __ [*insert location*]." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018) (Oct 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of Text)

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Please contact POC upon delivery. DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Mike Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782
0002	Inspection and Acceptance Location Both Destination Instructions: Please contact POC upon delivery. DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Mike Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782
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0041	Inspection and Acceptance Location Both Destination Instructions: Please contact POC upon delivery. DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Mike Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782
0042	Inspection and Acceptance Location Both Destination Instructions: Please contact POC upon delivery. DoDAAC: N64498

	CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Mike Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782
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0046	Inspection and Acceptance Location Both

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Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Requested By Delivery Date 31 Aug 2026	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0002	Delivery Requested By Delivery Date 31 Aug 2026	16 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0003	Delivery Requested By Delivery Date 31 Aug 2026	20 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0004	Delivery Requested By Delivery Date 31 Aug 2026	32 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination

0005	Delivery Requested By Delivery Date 31 Aug 2026	32 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0006	Delivery Requested By Delivery Date 31 Aug 2026	320 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0007	Delivery Requested By Delivery Date 31 Aug 2026	20 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0008	Delivery Requested By Delivery Date 31 Aug 2026	12 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0009	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil	

			Telephone: 445-232-1782	
0010	Delivery Requested By Delivery Date 31 Aug 2026	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0011	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0012	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
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0014	Delivery Requested By Delivery Date 31 Aug 2026	8 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES	FoB Details Contractor Destination

			Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0015	Delivery Requested By Delivery Date 31 Aug 2026	16 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0016	Delivery Requested By Delivery Date 31 Aug 2026	16 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0017	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
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0019			PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0020	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0021	Delivery Requested By Delivery Date 31 Aug 2026	12 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0022	Delivery Requested By Delivery Date 31 Aug 2026	35 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0023	Delivery Requested By Delivery Date 31 Aug 2026	8 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
	Delivery Requested By Delivery Date 31 Aug	4 Each	Ship To DoDAAC: N64498	FoB Details

0024	2026		CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	Contractor Destination
0025	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0026	Delivery Requested By Delivery Date 31 Aug 2026	20 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0027	Delivery Requested By Delivery Date 31 Aug 2026	5 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0028	Delivery Requested By Delivery Date 31 Aug 2026	16 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination

0029	Delivery Requested By Delivery Date 31 Aug 2026	48 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0030	Delivery Requested By Delivery Date 31 Aug 2026	5 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0031	Delivery Requested By Delivery Date 31 Aug 2026	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0032	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0033	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil	FoB Details Contractor Destination

			Telephone: 445-232-1782	
0034	Delivery Requested By Delivery Date 31 Aug 2026	20 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0035	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0036	Delivery Requested By Delivery Date 31 Aug 2026	19 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0037	Delivery Requested By Delivery Date 31 Aug 2026	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0038	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES	FoB Details Contractor Destination

			Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0039	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0040	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0041	Delivery Requested By Delivery Date 31 Aug 2026	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0042	Delivery Requested By Delivery Date 31 Aug 2026	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
	Delivery Requested By Delivery Date 31 Aug 2026	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542,	FoB Details Contractor Destination

0043			PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0044	Delivery Requested By Delivery Date 31 Aug 2026	32 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	
0045	Delivery Requested By Delivery Date 31 Aug 2026	23 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0046	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0047	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
	Delivery Requested By Delivery Date 31 Aug	10 Each	Ship To DoDAAC: N64498	FoB Details

0048	2026		CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	Contractor Destination
0049	Delivery Requested By Delivery Date 31 Aug 2026	10 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0050	Delivery Requested By Delivery Date 31 Aug 2026	8 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0051	Delivery Requested By Delivery Date 31 Aug 2026	170 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination
0052	Delivery Requested By Delivery Date 31 Aug 2026	55 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 1601 LANGLEY AVE BUILDING 542, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES Michael Schiavello, Technical POC Email: michael.g.schiavello.civ@us.navy.mil Telephone: 445-232-1782	FoB Details Contractor Destination

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

COMBO

(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*
Pay Official DoDAAC	**N64500**
Issue By DoDAAC	**N64498**
Admin DoDAAC	**N64498**
Inspect By DoDAAC	**N64498**
Ship To Code	**N64498**
Ship From Code	___
Mark For Code	___
Service Approver (DoDAAC)	___
Service Acceptor (DoDAAC)	___
Accept at Other DoDAAC	___
LPO DoDAAC	___

DCAA Auditor DoDAAC	___
Other DoDAAC(s)	___

*(*Contracting Officer: Insert applicable DoDAAC information. 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.

Caitlin Tamase

caitlin.i.tamase.civ@us.navy.mil

(2) WAWF email notifications of invoices shall be sent to:

Erica Treichel

erica.l.treichel.civ@us.navy.mil

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019) (Jan 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost break down of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Shouldthe subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-232-H002 H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024) (Feb 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions).

(End of text)

G-242-H001 GOVERNMENT CONTRACTADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023) (Oct 2023)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Jillian Randazzo
Naval Sea Systems Command (NAVSEA)
Naval Surface Warfare Center Philadelphia Division
5001 South Broad Street
Philadelphia, PA 19112-5083
Email: jillian.randazzo.civ@us.navy.mil

(ii) The Contract Specialist is:

Stefan Kitzinger
Naval Sea Systems Command (NAVSEA)
Naval Surface Warfare Center Philadelphia Division
5001 South Broad Street
Philadelphia, PA 19112-5083
Email: stefan.b.kitzinger.civ@us.navy.mil
Phone: 215-614-9052

(iii) The Administrative Contracting Officer (ACO)is:

N/A

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

N/A

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

N/A

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Mike Schiavello

Email: michael.g.schiavello.civ@us.navy.mil

Phone: 445-232-1782

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Mark Milhous

Email: mark.d.milhous.ctr@us.navy.mil

Phone: 434-941-9829

(h) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is:

N/A

(j) The Contractor's point of contact for performance under this contract is:

TBD

[*] To be completed at contract award

(End of Text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021) (Jul 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U. S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not

direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

AREA	FROM	TO
NSWCPD	**0800**	**1500**

(g) All deliveries to the Receiving Officer, **Building 542; 1601 Langley Ave, Philadelphia, PA 19112**, shall be made **Monday through Friday from 0800 to 1500**, local time. Deliveries will not be accepted **after 1500**. No deliveries will be accepted on federal government holidays.

(End of Text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

All functions will be retained by the PCO.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

All functions will be retained by the PCO.

(End of Text)

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022) (Nov 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

(f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(j) Compliance with this requirement is a material requirement of this contract.

(End of Text)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025)	May 2024	Deviation 2026-O0025	Jun 2026
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7001	Information Assurance Contractor Training and Certification.	Jan 2008		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.212-5	**Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Mar 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 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).

(3) 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).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate*.]

[ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ] (4) 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).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (6) [Reserved].

[ ] (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

[ ] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (11)

(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

[ ] (ii) Alternate I (Dec 2023) of 52.204-30.

[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

[ ] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

[ ] (14) [Reserved].

[ ] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

[ ] (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (17) [Reserved]

[ ] (18)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-6.

[ ] (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (Mar 2020) of 52.219-7.

[ ] (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

[ ] (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (Nov 2016) of 52.219-9.

[ ] (iii) Alternate II (Nov 2016) of 52.219-9.

[ ] (iv) Alternate III (Jun 2020) of 52.219-9.

[ ] (v) Alternate IV (Jan 2025) of 52.219-9.

[ ] (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-13.

[ ] (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

[ ] (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

[ ] (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (Mar 2020) of 52.219-28.

[ ] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

[ ] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

[ ] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

[X] (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

[X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

[ ] (33) [Reserved]

[ ] (34) [Reserved]

[X] (35)

(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (Jul 2014) of 52.222-35.

[X] (36)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

[ ] (ii) Alternate I (Jul 2014) of 52.222-36.

[X] (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (39)

(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[ ] (41)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (46) 52.223-23, Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

[ ] (47)

(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

[ ] (ii) Alternate I (Jan 2017) of 52.224-3.

[X] (48)

(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (Oct 2022) of 52.225-1.

[ ] (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (Jan 2025) of 52.225-3.

[ ] (iv) Alternate III (Feb 2024) of 52.225-3.

[ ] (v) Alternate IV (Oct 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 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).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

[ ] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[ ] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

[ ] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[ ] (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[ ] (63) 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.).

[ ] (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

[ ] (65)

(i) 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).

[ ] (ii) Alternate I (Apr 2003) of 52.247-64.

[ ] (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

[ ] (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S. C. chapter 67).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

[ ] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118 (g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

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

(iv) 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).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(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.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer 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.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(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).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 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).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 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.).

(xxvii) 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). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

FAR website: https://www.acquisition.gov/content/regulations

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation (48 CFR Chapter 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"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
____	____
____	____
____	____

(If items are identified in the Schedule, insert "See Schedule in this table.)

(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 ____.

(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 (i), (ii), (iii), or (iv) 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).**

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number (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)

Section J - List of Attachments

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	Mar 2024	Deviation 2024-O0006	Mar 2024

FAR Clauses Incorporated by Full Text

52.204-8	**Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004)**	**(Mar 2025)**	**Deviation 2025-O0004**	**(Mar 2025)**

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **334111**.

(2) The small business size standard is **1250 (# of employees)**.

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

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

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

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

(b)

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

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

(i) [ ] Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

[ ] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change
_____

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

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAR 2025) (DEVIATION 2025-O0003 and 2025-O0004)

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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.

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.

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).

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 pursuant to 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"-

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)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it [ ] is, [ ] is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror 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 shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those 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".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
____	____	____
____	____	____

___	___	___

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. ____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those 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".

Other Foreign End Products:

Line Item No.	**Country of Origin**	**Exceeds 55% domestic content (yes/no)**
___	___	___

___	___	___
___	___	___

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.
___
___
___

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	**Country of Origin**
___	___

___	___
___	___

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**
___	___
___	___
___	___

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. (S)6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. (S) 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. (S)6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. (S) 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	**Listed Countries of Origin**
___	___
___	___

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) [ ]

(ii) [ ]

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) [ ] 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision 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 implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government 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)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

[ ] TIN: ____.

[ ] TIN has been applied for.

[ ] 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;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *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 CFR1.6049-4;

[ ] Other ____.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name ____.

TIN ____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) 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 (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).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) 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

(ii) 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.

(2) The Offeror represents that-

(i) 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

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____(or mark "Unknown").

Predecessor legal name:____.

(*Do not use a "doing business as" name*).

(s) [Reserved]

(t) [Reserved]

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that-

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

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

(End of Provision)

DFARS Clauses Incorporated by Full Text

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

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

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

ADDENDUM TO 52.212-1

CONTENT OF QUOTES

1. GENERAL INSTRUCTIONS

The Quoter shall submit all information required by this RFQ and in the same format as outlined herein. Failure to comply with the requirements of the RFQ may result in the Quoter being removed from consideration for award. The Government does not assume the duty to search for data to cure problems it finds in quotes. Quotes shall be sufficiently detailed to enable Government evaluation board members to make a thorough evaluation and to arrive at a sound determination as to whether or not the prospective Quoter has a thorough understanding of the requirements and associated risks and is able, willing, and competent to devote the resources necessary to meet the requirements.

Cost/pricing information should only be present in the Price Section.

No classified information shall be provided.

A **"subcontractor"** includes any person or entity other than the prime contractor (e.g., consultants, temporary purchased labor, or divisions, subsidiaries, and affiliates of a contractor or subcontractor) who will furnish or furnishes any effort in connection with this prospective contract.

1.1. SUBMISSION OF QUESTIONS

Quoters may submit questions, concerns, or request clarification of any aspect of this RFQ electronically as follows:

TO: stefan.b.kitzinger.civ@us.navy.mil

The questions should include the page number and paragraph number or identifier which pertains to the Quoter's question. Questions received without this information may not be answered. The deadline for receipt of questions is **5 August 2026**. Although every effort will be made, the Government makes no guarantee that questions received after this deadline will be answered and response to questions and requests for clarification received after this date shall be at the sole discretion of the Contracting Officer. Acknowledgement of receipt of questions may not be made.

Responses will be posted to the SAM web page at https://www.SAM.gov.

1.2. RFQ CHANGES

Any changes or additional information (responses to questions, amendments, etc.) related to the RFQ will be made available only through the following website: https://www.sam.gov/. If this RFQ is amended, all terms and conditions that are not amended remain unchanged. Quoters shall provide quotes in response to any and all amendments to this RFQ by the date and time specified in the amendment(s).

2.1 ELECTRONIC DELIVERY OF QUOTATIONS VIA PIEE

Utilization of the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module (PSM), System for Award Management (SAM.gov) is required for electronic quote submissions.

1. Website

Offerors must be properly registered in the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module (PSM), System for Award Management (SAM.gov), and the Joint Certification Program (JCP) in order to receive controlled attachments. Offerors may obtain information on SAM registration and annual confirmation requirements by calling 1-866-606-8220 or via the internet at https://www.sam.gov. Information about the JCP is located at https://www.dla.mil/Logistics-Operations/Services/JCP/. Information about PIEE PSM is located at https://piee.eb.mil. Offerors must request access to the controlled attachments via SAM.gov. The Contracting Officer will review JCP and allow access to controlled documents by Cage Code if requesting vendor is properly registered in JCP. The controlled documents will be located in PSM; therefore, the Offeror will need to obtain the controlled documents through PSM.

2. Quote Submission Module/Portal

Quotations shall be submitted through the PSM Module/Portal located at https://piee.eb.mil by the solicitation closing date and time specified on the cover letter of this solicitation, block (8). Offers must be received via the PSM portal by the closing date and time in order to be considered for award. It is not permissible to upload a link to an internet-based data center (e.g. Google cloud or Dropbox). Offeror shall submit all required quote information directly in the PSM portal. In the rare event the portal is down or inaccessible, Offeror shall immediately notify the cognizant Contracting Officer, (**fill in name and email address**), and Contract Specialist, (**fill in name and email address**) for the solicitation via e-mail prior to the solicitation closing date and Offeror shall also contact the PIEE helpdesk to register a help ticket that PSM is down or inoperable prior to the closing time and date. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a quote electronically outside the portal. Failure to submit a complete quote prior to the solicitation closing date and time will render the quote late and unacceptable.

Any amendments to the subject solicitation will be posted through PSM. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the Offeror to obtain all amendments and/or other applicable documents prior to submission of the quote. Offerors are responsible for submitting quotes and any quote modifications in the PSM by the time specified in the solicitation. Any quote modification not submitted in the PSM by the exact time specified for receipt of quote is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation. The time and date of quote receipt will be the upload completion/delivery time and date recorded within PSM. Do not assume that electronic submission will occur instantaneously. Large files (e.g. 10MB or more) will take some time to upload. Offerors should time their upload effort with prudence by not waiting until the last few minutes--this will allow for unexpected delays in the transmittal process. Offerors are encouraged to keep a copy of the upload confirmation for their record.

Quotes shall be submitted as separate files for the RFQ and Quote, and Technical Volume.

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost quotes. Quoters must fill in all areas of the RFQ that contain Quoter fill-ins. Special attention should be taken to accurately enter the prices for each CLIN in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the quote in Block 17 of Page 1.

Quoters shall ensure that Representations and Certifications in SAM are current in the Online Representations and Certifications (ORCA) database at www.SAM.gov.

EMAIL OFFERS ARE AUTHORIZED

Emailed Offers shall be sent to: stefan.b.kitzinger.civ@us.navy.mil

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.214-12	Preparation of Bids.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019) (Apr 2019)

(a) NAVSEA may use a contractor to manage official contract files here in after referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, here in after referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document

reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of Provision)

L-212-W002 PRICE PROPOSAL – SPECIFIC REQUIREMENTS – COMMERCIAL ITEMS (NAVSEA) (OCT 2018) (Oct 2018)

The contracting officer must establish price reasonableness in accordance with FAR 13.106-3, 14.408-2, or Subpart 15.4, as applicable. To assist in determining whether the proposed prices are "fair and reasonable", the offeror shall submit the following information:

(a) The offeror shall submit the following pricing information on the three most recent sales of the items being procured or same or similar commercial items under comparable terms and conditions by commercial customers. If no pricing information is available on recent purchase prices paid by commercial customers, the offeror shall submit pricing information on recent purchase prices paid by the Government. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible, and should be on quantities similar to this solicitation. The offeror shall furnish copies of invoices to support the pricing information provided.

Reference Contract Line Item	Date of Sale	Quantity	Unit Price	Type of Customer (Government or Commercial)	Customer Contract Number	Customer Name /Phone No.	Same or Similar Item	For Similar Items, Lis Differenc

(b) A copy of the current catalog or established price list for the articles covered by the offer and information where the established price may be found.

(c) A statement that such catalog or established price list:

(1) Is regularly maintained.

(2) Is published or otherwise available for inspection by customers.

(3) States the prices at which sales are currently made to a number of buyers.

(d) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

(e) A statement that the proposed prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(End of Provision)

L-212-W001 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – COMMERCIAL ITEMS (NAVSEA) (OCT 2018) (Oct 2018)

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how it intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.

(c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that it will provide the make and model specified, it need not address the salient characteristics included in the Description /Specification/Work Statement. The offeror need only include the following statement - "Requested Brand Name will be supplied."

(End of Provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS—ALTERNATE I (NAVSEA) (NOV 2021) (Nov 2021)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is __. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at https://www.SAM.gov.

(End of Provision)

L-239-W001 REQUIREMENTS FOR ELECTRONIC INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS/SECTION 508 COMPLIANCE (NAVSEA) (OCT 2018) (Oct 2018)

(a) Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for product(s)/service(s) procured under this solicitation. All offerors ☐ are required, ☐ are not required to submit a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT)

for service to document compliance with the indicated Section 508 Standards. If required, offerors, which do not provide a VPAT or GPAT, may be determined technically unacceptable.

(b) Each Electronic and Information Technology (EIT) item or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

_____ 36 C.F.R. (S) 1194.21 - Software applications and operating systems

_____ 36 C.F.R. (S) 1194.22 - Web-based and internet information and applications

_____ 36 C.F.R. (S) 1194.23 - Telecommunications products

_____ 36 C.F.R. (S) 1194.24 - Video and multimedia products

_____ 36 C.F.R. (S) 1194.25 - Self-contained, closed products

_____ 36 C.F.R. (S) 1194.26 - Desktop and portable computers

_____ 36 C.F.R. (S) 1194.31 - Functional Performance Criteria

_____ 36 C.F.R. (S) 1194.41 - Information, Documentation, and Support

(c) For more information on VPATs and GPATs please refer to: http://www.buyaccessible.gov/ or http://www.section508.gov/content/sell/vpat

(End of Provision)

Section M - Evaluation Factors for Award

In order to permit efficient competition and evaluation, the Navy may utilize the following methodology. Quotes will initially be assessed for price and ranked in order (lowest priced to highest priced). The Navy will then evaluate the technical factors of the lowest priced quote. In the event that this quote is deemed Unacceptable, the next lowest priced quote will be evaluated as many times as necessary, until the Government identifies a technically acceptable quote. The Navy will make award to the lowest priced technically acceptable quote, if possible. Accordingly, under this methodology, the technical factors of some quotes may not be evaluated by the Navy. The Government reserves the right to evaluate additional higher priced quoters to support a fair and reasonableness determination or for other considerations. If exchanges are deemed necessary by the Contracting Officer, a maximum of five (5) lowest priced quotes will be evaluated (both non-price and price) for the purpose of establishing a competitive range.*

*Subject to the Small Business Administration (SBA) Certificate of Competency (COC) process, if applicable.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

M-215-H004 BASIS OF AWARD (NAVSEA) (DEC 2018) (Dec 2018)

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items to the specification(s) detailed in this solicitation. The government anticipates award of a firm fixed priced contract from this solicitation. The resulting contract will be awarded to the low priced offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR) Part 9, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by evaluation factors of this request for proposal) and based on the evaluation factors is considered technically acceptable. Technical acceptability is determined by the offeror demonstrating the material/service being provided meets the solicitation requirements. The low offer will be analyzed to determine if the offeror's proposed price is fair and reasonable utilizing price analysis techniques in accordance with the guidelines in FAR Subpart 13.106-3.

(End of Provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018) (Dec 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of Provision)