SOLICITATION/CONTRACT

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

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

RATING: **DO: A1**

PAGE OF

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE	6. SOLICITATION ISSUE DATE
		FA8121-26-R-0015	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	

7. ISSUED BY CODE **FA8121**

DEPARTMENT OF THE AIR FORCE, AFSC PZAAA
3001 STAFF DR STE 1AF1 98C
TINKER AFB OK 73145-3303
BUYER: Savannah Mincey/AFSC/PZAAA
savannah.mincey@us.af.mil
Phone: (903) 330- 5442

NO COLLECT CALLS

8. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: **100** % FOR:

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

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

SIZE STANDARD: **1,500**

9. *(Agency Use)*

LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL **10-SEP-2026 3:00PM**

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

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

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____

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

12. ADMINISTERED BY CODE

SCD:B

13. CONTRACTOR OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER UNIQUE ENTITY IDENTIFIER

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

14. PAYMENT WILL BE MADE BY CODE

(SEE ESP CLAUSE 252.232-7003.)

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

15. PROMPT PAYMENT DISCOUNT

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

17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	THIS IS A TOTAL SMALL BUSINESS SET-ASIDE. **Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.** **Critical Safety Item - TAC: FRS2** **SEE LINE ITEM SCHEDULE**			**Total**	

23. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

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

$

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO

☒ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION

☐ NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

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

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

FROM:

AFFIX
STAMP
HERE

TO:

ATTN: Savannah Mincey/AFSC/PZAAA
DEPARTMENT OF THE AIR FORCE, AFSC PZAAA
3001 STAFF DR STE 1AF1 98C
TINKER AFB OK 73145-3303

SOLICITATION NUMBER **FA812126R0015**

DATE AND LOCAL TIME 10 SEP 2026 3:00 PM

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

SUPPORT, TURBINE COM - PRODUCTION

Item No.
0001

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price
173	EA	

Minimum Quantity
43 EA
Maximum Quantity
260 EA

NSN: 2840-01-448-7511 NZ
SUPPORT,TURBINE COM
Support-Turbine Duct and Vane Assembly
Nickel Alloy

Manufacturer	Part Number
1645F	4083681-01
31417	4083681-01
3999F	KDS 2840-1150
77445	4083681
77445	4083681-01
9009H	2840PL0864836
9009H	2840PL1728566

Associated Document(s)	Line Item(s)
FD20302600549ADV	0001

Priority: E

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

Buy American Act/Balance of Payments Program
IUID Required: Yes

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

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

Type / Ship To	PACRN	Mark For
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09
A SW3211	PAC	Acct. 09

SUPPORT, TURBINE COM - PRODUCTION

	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	A SW3211		PAC	Acct. 09		
	Type / Ship To	**Quantity (U/I)**	**On or Before**			**Req No / Pri**
Required Delivery						
	A SW3211	7 EA	28 APR 2028			
	A SW3211	7 EA	28 MAY 2028			
	A SW3211	7 EA	28 JUN 2028			
	A SW3211	7 EA	28 JUL 2028			
	A SW3211	7 EA	28 AUG 2028			
	A SW3211	7 EA	28 SEP 2028			
	A SW3211	7 EA	28 OCT 2028			
	A SW3211	7 EA	28 NOV 2028			
	A SW3211	7 EA	28 DEC 2028			
	A SW3211	7 EA	28 JAN 2029			
	A SW3211	7 EA	28 FEB 2029			
	A SW3211	7 EA	28 MAR 2029			
	A SW3211	7 EA	28 APR 2029			
	A SW3211	7 EA	28 MAY 2029			
	A SW3211	7 EA	28 JUN 2029			
	A SW3211	7 EA	28 JUL 2029			
	A SW3211	7 EA	28 AUG 2029			
	A SW3211	7 EA	28 SEP 2029			
	A SW3211	7 EA	28 OCT 2029			
	A SW3211	7 EA	28 NOV 2029			
	A SW3211	7 EA	28 DEC 2029			

SUPPORT, TURBINE COM - PRODUCTION

	A SW3211	7 EA	28 JAN 2030
	A SW3211	7 EA	28 FEB 2030
	A SW3211	7 EA	28 MAR 2030
	A SW3211	5 EA	28 APR 2030
Proposed Delivery			
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
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	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	7 EA	
	A SW3211	5 EA	

SUPPORT, TURBINE COM - FIRST ARTICLE

Item No.
0002

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	EA		

CLIN	ACRN	ACRN Total
0002	AA	

NSN: 2840-01-448-7511 NZ
SUPPORT,TURBINE COM
Support-Turbine Duct and Vane Assembly
Nickel Alloy

Manufacturer	Part Number
1645F	4083681-01
31417	4083681-01
3999F	KDS 2840-1150
77445	4083681
77445	4083681-01
9009H	2840PL0864836
9009H	2840PL1728566

Associated Document(s)	Line Item(s)
FD20302600549ADV	0002

Priority: E

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

Buy American Act/Balance of Payments Program
IUID Required: Yes

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

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

Type / Ship To	PACRN	Mark For
A SW3211	PAC	Acct. 09

	Type / Ship To	Quantity (U/I)	IAW DD Form 1423-1 and Form 260.	Req No / Pri
Required Delivery				
	A SW3211	1 EA	IAW DD Form 1423-1 and Fo	
Proposed Delivery				
	A SW3211	1 EA		

SUPPORT, TURBINE COM - FIRST ARTICLE

Item No.
0003

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
2	EA		

CLIN	ACRN	ACRN Total
0003	AA	

NSN: 2840-01-448-7511 NZ
SUPPORT,TURBINE COM

SUPPORT, TURBINE COM - FIRST ARTICLE

Support-Turbine Duct and Vane Assembly
Nickel Alloy

Manufacturer	Part Number
1645F	4083681-01
31417	4083681-01
3999F	KDS 2840-1150
77445	4083681
77445	4083681-01
9009H	2840PL0864836
9009H	2840PL1728566

Associated Document(s) **Line Item(s)**
FD20302600549ADV 0003
Priority: E

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

Buy American Act/Balance of Payments Program
IUID Required: Yes

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

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

Type / Ship To	PACRN	Mark For
A SW3211	PAC	Acct. 09

Type / Ship To	Quantity (U/I)	IAW DD 1423-1 and Form 260	Req No / Pri
Required Delivery			
A SW3211	2 EA	IAW DD 1423-1 and Form 26	
Proposed Delivery			
A SW3211	2 EA		

FIRST ARTICLE CONTRACTOR TEST REPORT

Item No.
0004

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	LO		

CLIN	ACRN	ACRN Total
0004	AA	

Data
First Article Contractor Test Report.

Associated Document(s) **Line Item(s)**
FD20302600549ADV 0004
Priority: E

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

TYPE / SHIP TO CODE	F.O.B.
+ CNOTE	ORIGIN

Type / Ship To	PACRN	Mark For
+ CNOTE		First Article Monitor

FIRST ARTICLE CONTRACTOR TEST REPORT

	Type / Ship To	Quantity (U/I)	IAW Form 260.	Req No / Pri
Required Delivery				
	+ CNOTE	1 LO	IAW Form 260.	
Proposed Delivery				
	+ CNOTE	1 LO		

FIRST ARTICLE CONTRACTOR TEST PLAN

Item No.
0005

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	LO		

CLIN 0005 **ACRN** AA **ACRN Total**
Data
First Article Contractor Test Plan.
Associated Document(s) FD20302600549ADV **Line Item(s)** 0005
Priority: E

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

TYPE / SHIP TO CODE	F.O.B.
+ CNOTE	ORIGIN

Type / Ship To **PACRN** **Mark For**
+ CNOTE First Article Monitor

	Type / Ship To	Quantity (U/I)	IAW DD Form 260	Req No / Pri
Required Delivery				
	+ CNOTE	1 LO	IAW DD Form 260	
Proposed Delivery				
	+ CNOTE	1 LO		

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: + CNOTE

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

TYPE/CODE: A SW3211
DLA DISTRIBUTION DEPOT OKLAHOMA
3301 F AVE CEN REC BLDG 506 DR 22
3301 F AVE CEN REC BLDG 506 DR 22
TINKER AFB OK 73145-8000
TINKER AFB OK 73145-8000
USA

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

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

52.246-2	**INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996) (IAW FAR 46.302)
52.246-16	**RESPONSIBILITY FOR SUPPLIES** (APR 1984) (IAW FAR 46.316)

CLAUSES INCORPORATED BY FULL TEXT

52.209-4 First Article Approval-Government Testing. (Deviation 2026-O0038)

2026-02

First Article Approval-Government Testing (FEB 2026) (DEVIATION 2026-O0038)

[*Contracting Officer inserts details*]

The Contractor shall deliver 3 unit(s) of Lot/Item within 30 calendar days from the date of this contract to the Government AFLCMC/LPZED FA MONITOR DODAAC FA8111 3001 STAFF DRIVE, STE 1AB85A TINKER AFB, OKLAHOMA, 73145for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. This contract elsewhere specifies the characteristics that the first article must meet and the testing requirements.

Within 60 calendar days after the Government receives the first article, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

If the Government disapproves the first article, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time the Government specifies. The Government will act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor will have failed to make delivery within the meaning of the Default clause of this contract.

Unless otherwise provided in the contract, the Contractor-

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

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

28. If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates, the contract price, or both, and any other contractual term affected by the delay.

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

30. Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

31. The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

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

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

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

(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.

_____

(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.

(f) [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	*TBD*
Issue By DoDAAC	*FA8121*
Admin DoDAAC	*TBD*
Inspect By DoDAAC	*TBD*
Ship To Code	*SW3211*
Ship From Code	*TBD*
Mark For Code	*Acct.09*
Service Approver (DoDAAC)	*N/A*

Service Acceptor (DoDAAC)	*N/A*
Accept at Other DoDAAC	*N/A*
LPO DoDAAC	*N/A*
DCAA Auditor DoDAAC	*N/A*
Other DoDAAC(s)	*N/A*

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, 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.

_____

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

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

(The above Clause/Provision has been modified.)

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	TO BE CITED ON EACH INDIVIDUAL ORDER	$0.00
	ACRN TOTAL	**$ 0.00**

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)

52.203-7 **ANTI-KICKBACK PROCEDURES** (JUN 2020)
(IAW FAR 3.502-3)

52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(a))

52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(b))

52.203-12 **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (JUN 2020)
(IAW FAR 3.808(b))

52.203-13 **CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT** (NOV 2021)
(IAW FAR 3.1004(a))

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

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

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023)
(IAW DFARS 203.570-3)

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

252.203-7003 **AGENCY OFFICE OF THE INSPECTOR GENERAL** (AUG 2019)
(IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))

252.203-7004 **DISPLAY OF HOTLINE POSTERS** (JAN 2023)
(IAW DFARS 203.1004(b)(2)(ii))

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

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

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

252.205-7000 **PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS** (OCT 2024)
(IAW DFARS 205.470)

52.209-4 **FIRST ARTICLE APPROVAL--GOVERNMENT TESTING -- ALTERNATE I** (JAN 1997)
(IAW FAR 9.308-2(a)(2), FAR 9.308-2(b)(2))

As prescribed in 9.308-2(a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(The above Clause/Provision has been modified.)

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

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

(a) *Definitions*. As used in this clause—
“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; 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
	See Schedule as Applicable

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

Contract Line, Subline, or	Item Description

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____(or See Schedule as Applicable).

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____(or See Schedule as Applicable).

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(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 Indentifiers 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 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) U*nique 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 _____, 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.

(The above Clause/Provision has been modified.)

52.219-6 **NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE** (NOV 2020)
(IAW FAR 19.507(c))

52.219-14 **LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008)** (FEB 2023)
(IAW Deviation 2021-O0008 Rev 1.)
(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that
are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

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

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

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

[Contracting Officer check as appropriate.]
[_] By the end of the base term of the contract and then by the end of each subsequent option period; or
[_] By the end of the performance period for each order issued under the contract.

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

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

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

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

252.222-7006 **RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS** (JAN 2023)
(IAW DFARS 222.7405)

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

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

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

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

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

252.225-7056 **PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME** (JAN 2023)
(IAW DFARS 225.7020-5(b))

(a) *Definitions.* As used in this clause— *Covered contract* means any DoD contract or subcontract with a value in excess of $5 million, not including contracts for commercial products and commercial services. *Covered entity* means any corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity, including any subsidiary thereof, performing work on a covered contract in the People's Republic of China, including by leasing or owning real property used in the performance of the covered contract in the People's Republic of China.

(b) *Disclosure requirement.*

(1) In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117–81, 10 U.S.C. 4651 note prec.), DoD may not award, extend, or exercise an option on a covered contract with a covered entity unless such covered entity submits each required disclosure of its use of workforce and facilities in the People's Republic of China, if it employs one or more individuals who perform work in the People's Republic of China on a covered contract.

(2) If the Contractor is a covered entity, the Contractor shall disclose for the Government's fiscal years 2023 and 2024, the Contractor's employment of one or more individuals who perform work in the People's Republic of China on any covered contract. The disclosures shall include—

(i) The total number of such individuals who perform work in the People's Republic of China on the covered contracts funded by DoD; and

(ii) A description of the physical presence, including street address or addresses in the People's Republic of China, where work on the covered contract is performed.

(c) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in all subcontracts that meet the definition of a covered contract.

252.225-7060 **PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION** (JUN 2023)
(IAW DFARS 225.7022-5(b))

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

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

252.226-7001 **UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS** (JAN 2023)
(IAW DFARS 226.104)

252.226-7003 **DRUG-FREE WORK FORCE** (AUG 2024)
(IAW DFARS 226.570-2)

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

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

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

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

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

52.232-18 **AVAILABILITY OF FUNDS** (APR 1984)
(IAW FAR 32.706-1(a))

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

(a) *Invoice payments*—

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 32.1110(a)(1))

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

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

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

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/ .

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (*e.g.*, PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

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

52.242-13 **BANKRUPTCY** (JUL 1995)
(IAW FAR 42.903)

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

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

52.246-23 **LIMITATION OF LIABILITY** (FEB 1997)
(IAW FAR 46.805(a)(1))

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

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

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

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

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

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

Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

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

52.252-6 **AUTHORIZED DEVIATIONS IN CLAUSES** (NOV 2020)
(IAW FAR 52.107(f))

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

CLAUSES INCORPORATED BY REFERENCE

52.204-10 Reporting executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)
52.204-13 System for Award Management-Maintenance. (Deviation 2026-O0038)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)
52.209-6 Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation 2026-O0038)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)
52.210-1 Market Research. (Deviation 2026-O0038)
52.211-5 Material Requirements. (Deviation 2026-O0038)
52.219-33 Nonmanufacturer Rule. (Deviation 2026-O0038)
52.219-6 Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)
52.219-8 Utilization of Small Business Concerns. (Deviation 2026-O0038)
52.222-19 Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)
52.222-20 Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)
52.222-3 Convict Labor. (Deviation 2026-O0038)
52.222-35 Equal Opportunity for Veterans. (Deviation 2026-O0038)
52.222-36 Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)
52.222-37 Employment Reports on Veterans. (Deviation 2026-O0038)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)

52.222-50 Combating trafficking in Persons. (Deviation 2026-O0038)
52.222-54 Employment Eligibility Verification. (Deviation 2026-O0038)
52.222-90 Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)
52.229-12 Tax on Certain Foreign Procurements. (Deviation 2026-O0038)
52.233-1 Disputes. (Deviation 2026-O0038)
52.233-3 Protest After Award. (Deviation 2026-O0038)
52.233-4 Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)
52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038)
52.243-1 Changes-Fixed-Price. (Deviation 2026-O0038)
52.244-6 Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)
52.223-23 Sustainable Products and Services. (DEVIATION 2025-O0004)
52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)

CLAUSES INCORPORATED BY FULL TEXT

52.209-1 Qualification Requirements. (Deviation 2026-O0038) 2026-02

Qualification Requirements (Feb 2026) (Deviation 2026-O0038)

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

Qualification requirement means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

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

(Address)

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

Offeror's Name_____

Manufacturer's Name_____

Source's Name_____ ____

Item Name_____ ____

Service Identification_____ ____

Test Number ____(to the extent known)

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

33. If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless

determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

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

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) 2026-02

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

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

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

including an independent contractor, that-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

(End of Clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) 2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly

controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

- Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

- Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- For long-term contracts-

    - Within 60 to 120 days prior to the end of the fifth year of the contract; and

    - Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

Was set aside for small business and has a value above the simplified acquisition threshold;

Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

Alternate I (FEB 2026) (DEVIATION 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	**Small business concern (yes/no)**

(End of clause)

[*Contracting Officer to insert NAICS codes.*]

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

Form Number	Description/File Name	Date	Number of Pages
	CDRL1_REPORT Report	29JAN2026	
	DID_FATP DI-NDTI-81307A FA Qualification Test Plan	29JAN2026	
	DID_FATIP DID DI-NDTI-80809B Test Inspection Report	29JAN2026	
	Quality Assurance FA LPF-QAR-003 Rev E	29JAN2026	
	TRNSPDATA_REPORT.pdf Report	29JAN2026	
	PKGRQMT_REPORT.pdf Report	29JAN2026	
	SPI AAC. NSN 2840-01-448-7511 NZ. SPI ATTACHED.	29JAN2026	
	Qual_Req_CSI MQR-PSD-1	29JAN2026	
	Price_Matrix.pdf	UNDATED	
	UIIEC_REPORT.pdf Report	29JAN2026	
	Surplus Material Eval.pdf Required Information for Surplus Material Evaluation is accordance with FAR 11.302(b)	29JAN2026	
	ITMDESC_REPORT.pdf Report	29JAN2026	
	EDL_REPORT.pdf Report	29JAN2026	
	Engineering_Instruction Engineering Instructions	30SEP2025	

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

52.203-2 **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION** (APR 1985)
(IAW FAR 3.103-1)

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

52.203-11 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS** (SEP 2024)
(IAW FAR 3.808(a))

52.203-18 **PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION** (JAN 2017)
(IAW FAR 3.909-3 (a))

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

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

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

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204–7016, Covered Defense Telecommunications Equipment or Services—Representation, that it ‘‘does’’ provide covered defense telecommunications equipment or

services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

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

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

_____

_____

_____

_____

_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	QUOTATION	PRICE TOTAL

252.225-7055 **REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME** (MAY 2022)
(IAW DFARS 225.7020-5(a))

252.225-7057 **PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA** (AUG 2022)
(IAW DFARS 225.7021-4(a))

252.225-7059 **PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - REPRESENTATION** (JUN 2023)
(IAW DFARS 225.7022-5(a))

(a) *Definitions. Forced labor, person,* and *XUAR,* as used in this provision, have the meaning given in the 252.225–7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
(b) *Prohibition.* DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225–7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
(c) *Certification.*

(1) The Offeror does [ ] does not [ ] certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.
(2) Offerors who do not certify having made a good faith effort will not be eligible for award.

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

52.230-7 **PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES** (APR 2005)
(IAW FAR 30.201-3(c))

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

CLAUSES INCORPORATED BY REFERENCE

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)

CLAUSES INCORPORATED BY FULL TEXT

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. 2026-02

(Deviation 2026-O0038)

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

[ ]

(1) The Offeror certifies that-

It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices

/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

[ ]
(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

An inability to certify compliance.

An inability to conclude compliance.

A statement about compliance concerns.

If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

35. Do not submit an offer unless-

- A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

- In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

- Waived application under 22 U.S.C. 2593e(d) or (e); or

• Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.209-7 2026-02 Information Regarding Responsibility Matters. (Deviation 2026-O0038)

Information Regarding Responsibility Matters (FEB 2026) (DEVIATION 2026-O0038)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

The total value of all current, active contracts and grants, including all priced options; and

The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror

[ ] has

[ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation 2026-O0038) 2026-02

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation 2026-O0038)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box

below:

(1)

[ ]

Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)

[ ]

Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)

[ ]

Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)

[ ]

Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ]
The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ]Yes **[ ]** No

(End of provision)

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

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

252.215-7012 **REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA** (JAN 2018)
(IAW DFARS 215.408(5)(iii))

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

52.252-1 **SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(a))
This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

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

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)
(IAW FAR 52.107(e))

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

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

Section L – Instructions to Offerors

Program Structure and Objective

1.1. The Government plans to award a single contract for the F100 Rear Compressor Drive Turbine. This is a firm-fixed-price spares type contract.

2.0 General Instructions.

2.1. This competitive acquisition will be conducted utilizing price as the only evaluated factor. Contract award will be made to the offeror with the lowest total evaluated price (TEP). The offer shall be compliant with the requirements as stated in the solicitation attachments. Non-conformance with the instructions provided in the Instructions to Offeror (ITO) may result in an offeror being ineligible for award. Offerors shall provide evidence of qualification in accordance with RFO 52.209-1 Qualification Requirements.

2.1.1. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

2.1.2. The proposal acceptance period is specified in SF 1447 Section A (Block 18) of the contract/solicitation. By signing the Request for Proposal (RFP), the offeror has made a clear statement that the proposal is valid until the date specified.

2.2. General Information

2.2.1. Point of Contact
The Contracting Officer (CO) is the **sole** point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in SF 1447 Section A (Block 7) of the contract/solicitation.

2.2.2. Debriefings
The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with RFO 15.206-2. Offerors excluded from the competitive range may request a pre-award debriefing, or they may choose to wait until after the source selection decision to request a post-award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in accordance with RFO 15.207-2. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of RFO 15.206-2 or RFO 15.301, as applicable.

3.0. Factor 1 - Price

3.1. The offeror shall complete Schedule of Supplies or Services and Prices/Costs of the solicitation to include all unit prices and extended prices for each CLIN and/or SubCLIN. These instructions are to assist you in submitting information required to evaluate the reasonableness of your proposed prices/costs. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.

3.1.1. Price Reasonableness
The proposed prices will be evaluated for reasonableness. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition but may also be determined through price analysis techniques as described in RFO 15.404-1.

3.1.2 Unbalanced Pricing
Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one (1) or more contract line items is significantly over or understated. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or sub-line items. An offer that is determined to be unbalanced may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

3.2. Pricing Information Requirements
In accordance with RFO 15.403-2(b)(1), prices based on adequate price competition do not require submission of certified cost or pricing data. If, after receipt of proposals, there is insufficient information available to determine price reasonableness, the offeror may be required to submit other than certified cost

or pricing data. RFO does not preclude the requirement for obtaining other than certified cost or pricing data under certain circumstances, and the Government reserves the right to obtain data as appropriate. If, after receipt of proposals, the CO determines there is insufficient information available to determine price reasonableness and none of the exceptions in RFO 15.403-2 apply, the offeror shall be required to submit certified cost or pricing data.

4.0. Solicitation Requirements

4.1. Solicitation/Contract Form SF 1447
The offeror shall complete Blocks 13 and 27 of the SF1447. Signature by the offeror on the SF1447 constitutes an offer, which the Government may accept.

4.1.1. Supplies or Services and Prices/Costs
The offeror shall complete pricing information in Supplies or Services and Prices/Costs section of the solicitation.

4.1.2. Contract Clauses
The offeror shall complete provisions/clauses as required.

4.1.3 Price Matrix
The offeror shall complete the Price Matrix in its entirety.

4.1.4 Non-Disclosure Agreement
The offeror shall provide a copy of the Current Design Activity's (CDA) Non-Disclosure Agreement and licensee agreement certifying their business is approved to manufacture this item.

4.1.5. Representations, Certifications, and other Statements of Offerors
The Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM). After reviewing the SAM database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at RFO 52.204-7, System for Award Management – Registrations and RFO 52.204-13, System for Award Management – Maintenance, are correct.

4.2. Ombudsman
An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman for this acquisition is OC-ALC/PZC. This does not diminish the authority of the program director or CO, but communicates offeror concerns, issues, disagreements and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process; interested parties are invited to call OC-ALC/PZC at 405-736-3273.

CLAUSES INCORPORATED BY REFERENCE

52.204-7 System for Award Management-Registration. (Deviation 2026-O0038)
52.233-2 Service of Protest. (Deviation 2026-O0038)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 Type of Contract. (Deviation 2026-O0038) 2026-02

Type of Contract (FEB 2026) (DEVIATION 2026-O0038)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) 2026-02

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation preference.

36. Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

- Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[ ]
Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)

2023-02

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)

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

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

including an independent contractor, that--

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

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

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

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

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

Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

Orders expected to exceed the simplified acquisition threshold and that are--

Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

Orders, regardless of dollar value, that are--

Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

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

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

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

Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

[X] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.Page 36 of 36

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

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

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

(End of clause)

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

Section M - Evaluation Factors for Award

1.0. Price-Only Competition

1.1. Basis for Contract Award

This acquisition will utilize price as the only evaluated factor**.** Award will be made to the offeror with the lowest total evaluated price (TEP) and whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, and certifications). In order to be eligible for award, the offeror must be an approved source IAW RFO 52.209-1, Qualification Requirements. The Government reserves the right to award without discussions. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

1.2 Solicitation Requirements (Terms and Conditions)

Offerors are required to meet all solicitation requirements, such as terms and conditions and representations and certifications, in addition to the price factor. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves

the right to determine any such exceptions unacceptable, and the proposal, therefore, ineligible for award.

1.3 Number of Contracts to Be Awarded
The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

1.4 Competitive Range Determination
If negotiations are conducted, the Government shall establish a competitive range comprised of a group of evaluated proposals that the contracting officer determines are best suited proposals for further negotiations, in accordance with (IAW) RFO 15.204-1(a). A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after negotiations (if necessary), prior to issuance of the Final Proposal Revision (FPR) request, or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW RFO 15.206-2.

Negotiations
The Government intends to award without negotiations, but reserves the right to conduct negotiations if necessary. Therefore, it is imperative that Offerors submit their best terms initially. However, if during the evaluation period it is determined to be in the best interest of the Government to hold negotiations, the contracting officer may request, or allow for offerors to provide, proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of negotiations, each offeror still in the competitive range shall be given an opportunity to submit a FPR. The Request for FPR letter will include specific instructions on how offerors will submit FPRs.

Additionally, The Government reserves the right to conduct clarifications in accordance with RFO 15.202(a)(2)(i-iv).

2.0. Evaluation Factor

2.1. Factor 1- Price

Price proposals will be evaluated as follows:

2.1.1. Completeness
Proposals will be reviewed for completeness. A proposal is considered complete when the elements of Section L Instructions to Offerors, part 4.0 are fulfilled. Incomplete proposals will be considered ineligible for award.

2.1.2. Price Reasonableness
The Government intends to determine price reasonableness based on adequate price competition. In the event the Government cannot determine price reasonableness

based on adequate price competition, the Government reserves the right to conduct a more detailed price reasonableness evaluation using one or more of the price analysis techniques described in RFO 15.404-1. The Government may also use other evaluation techniques, as needed. To be reasonable, the proposed price must demonstrate an adequate understanding of the requirement. All documentation submitted to support price reasonableness will be considered in the evaluation. Offerors who fail to submit a price rationale in accordance with Section L, para 3.1.1 and/or whose price is determined unreasonably high based on an inadequate understanding of requirements will be ineligible for award.

2.1.3. Unbalanced pricing

Offerors' proposals will be reviewed for unbalanced pricing. The Government will evaluate any supporting information provided by the Offeror explaining variances that appear unbalanced. Evaluated offers that are determined to be unbalanced may be deemed ineligible for award by the Contracting Officer if a determination is made that lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more line items (including sub line items) is significantly over or understated as demonstrated by application of price analysis techniques, such that:

37. There is reasonable doubt the offer would result in the lowest overall cost to the Government, even though it is the lowest priced Offeror; or
38. The offer is so grossly unbalanced; its acceptance would be tantamount to allowing an advanced payment.

2.1.5. Total Evaluated Price (TEP):

The TEP will be calculated as the sum of the total proposed prices for all separately priced line items (including sub line items). The total proposed price for each separately priced line item shall be calculated as the proposed unit price multiplied by the corresponding quantity.