REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) J	THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE	Page 1

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1 ☐	RATING
SPRTA1-26-Q-0119	**12 FEB 2026**	**FD20302201649**		**DO: A1**

5a. ISSUED BY	6. DELIVERY BY *(Date)*
CODE: **SPRTA1** **DLA WEAPONS SUPPORT AT OKLAHOMA CIT** **DLR PROCUREMENT OPERATIONS (AO)** **3001 STAFF DRIVE** **TINKER AFB OK 73145-3070** **BUYER:** Alex Varughese alex.varughese.1@us.af.mil Phone: (385) 591- 0709 Fax: (000	**SEE SCHEDULE** **SCD:B**

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*			7. DELIVERY
NAME	TELEPHONE NUMBER		☐ FOB DESTINATION ☐ OTHER *(See Schedule)*
Alex Varughese	AREA CODE **(385)**	NUMBER **591 -0709**	9. DESTINATION
8. TO			a. NAME OF CONSIGNEE
a. NAME	b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS			c. CITY
d. CITY	e. STATE	f. ZIP CODE	d. STATE / e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS *(Date)* **16 MAR 2026**	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE **FMS REQUIREMENT** **Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.** NAICS CODE: **336412** SIZE STD: **1,500**				

12. DISCOUNT FOR PROMPT PAYMENT ☐	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [X] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		CAGE:		
b. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
d. CITY	e. STATE		c. TITLE *(Type or print)*	NUMBER

FOLD FOLD

SOLICITATION NO. SPRTA126Q0119
DUE: 16 -MAR -2026

FROM:

AFFIX STAMP HERE

TO:

ATTN: Alex Varughese
DLA WEAPONS SUPPORT AT OKLAHOMA CIT
DLR PROCUREMENT OPERATIONS (AO)
3001 STAFF DRIVE
TINKER AFB OK 73145-3070

SUPPLIES OR SERVICES AND PRICES/COSTS

INFO CLIN

Item No.
0001

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
	EA		

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
The Turbine Vane & Seal Support positions the 1st Stage Vanes to the Turbine. It also provides and directs cooling air to the 1st Stage Blades and Wheels.

Manufacturer	Part Number
33617	6870409
33617	6870409
63005	6870409
63005	6870409
66905	6870409
73342	6870409
73342	6870409

Foreign Military Sales :FMS Case:
Buy American Act/Balance of Payments Program

BID A-FIRST ARTICLE REQUIRED

Item No.
0001AA

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
1	EA		

CLIN	ACRN	ACRN Total
0001AA	AA	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
First Article
First Article-SAME AS BASIC ITEM 0001 ABOVE

Note: This first article will be consumed or destroyed during Government testing. This first article must still be approved by the Government and inspected and accepted by the Government.

Manufacturer	Part Number
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Associated Document(s)	Line Item(s)
FD20302201649	0003

Priority: E

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-TBD
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.
* FY2303	ORIGIN

Type / Ship To	PACRN	Mark For
* FY2303	PAA	FA MONT

	Type / Ship To	Quantity (U/I)	*ARO Contract	Req No / Pri
Required Delivery	* FY2303	1 EA	*180 Calendar Days	DIDC5420750005 / PRI: 6
Proposed Delivery	* FY2303	1 EA		

Attn: DDOOSOP DO NOT POST, NONACCOUNTBALE, DO NOT PUT IN SUPPLY Ensure the words "FIRST ARTICLES" are marked on the outside of the box in large red conspicuous letters.

TAC: DFMS

BID A FIRST ARTICLE REQUIRED (Non-Destructive Testing)

Item No.
0001AB

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
3	EA		

CLIN	ACRN	ACRN Total
0001AB	AA	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
First Article
First ArticleSAMEAS BASIC ITEM 0001 ABOVE

Manufacturer	Part Number
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Associated Document(s)	Line Item(s)
FD20302201649	0002

Priority: E

Limitations of Liability: Other Than High Value Item

BID A FIRST ARTICLE REQUIRED (Non-Destructive Testing)

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-TBD
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.
* FY2303	ORIGIN

Type / Ship To	PACRN	Mark For
* FY2303	PAA	FA MONT

	Type / Ship To	Quantity (U/I)	*ARO Contract	Req No / Pri
Required Delivery	* FY2303	3 EA	*180 Calendar Days	DIDC5420750005 / PRI: 6
Proposed Delivery	* FY2303	3 EA		

Attn: DDOOSOP DO NOT POST, NONACCOUNTBALE, DO NOT PUT IN SUPPLY Ensure the words "FIRST ARTICLES" are marked on the outside of the box in large red conspicuous letters.
TAC: DFMS

Bid A First Article Required

Item No.
0001AC

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
7	EA		

CLIN	ACRN	ACRN Total
0001AC	AA	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
Production ArticleSame As Basic Item 0001 Above
CRES AMS 5734 stainless steel

Manufacturer	Part Number
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Bid A First Article Required

Associated Document(s)	**Line Item(s)**
FD20302201649	0001

Priority: E

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

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-KBW
Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
Serial Number Required

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

TYPE / SHIP TO CODE	F.O.B.
* DID002	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
* DID002	PAA	DIDC00

	Type / Ship To	**Quantity (U/I)**	**Sooner *ARO Approval of First Article**	**Req No / Pri**
Required Delivery	* DID002	7 EA	*180 Calendar Days	DIDC5420750005 / PRI: 6
Proposed Delivery	* DID002	7 EA		

TAC: DFMS

Bid A First Article Required

Item No.
0001AD

Firm Fixed Price

Quantity	**U/I**	**Unit Price**	**Amount**
12	EA		

CLIN	**ACRN**	**ACRN Total**
0001AD	AB	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
Production ArticleSame As Basic Item 0001 Above

Manufacturer	**Part Number**
33617	6870409
63005	6870409
66905	6870409

Bid A First Article Required

73342 6870409
Associated Document(s) **Line Item(s)**
FD20302201649 0004
Priority: E

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-KBW
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.
* DID002	ORIGIN

Type / Ship To	PACRN	Mark For
* DID002	PAA	DIDC00

	Type / Ship To	Quantity (U/I)	Sooner *ARO Approval of First Article	Req No / Pri
Required Delivery	* DID002	12 EA	*180 Calendar Days	DIDC5V22170080 / PRI: 6
Proposed Delivery	* DID002	12 EA		

TAC: DFMS

Bid AFirst

Item No.
0001AE

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
5	EA		

CLIN	ACRN	ACRN Total
0001AE	AD	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
Production ArticleSameAs Basic Item 0001 Above

Manufacturer	Part Number
33617	6870409

Bid AFirst

63005 6870409
66905 6870409
73342 6870409

Associated Document(s) **Line Item(s)**
FD20302201649 0005

Priority: E

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:EG-D-RAK
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.
* DEG005	ORIGIN

Type / Ship To	PACRN	Mark For
* DEG005	PAA	DEGA00

	Type / Ship To	Quantity (U/I)	Sooner *ARO Approval of First Article	Req No / Pri
Required Delivery	* DEG005	5 EA	*180 Calendar Days	DEGA5N22520301 / PRI: 6
Proposed Delivery	* DEG005	5 EA		

TAC: DFMS

Bid B First Article NOT Required

Item No.
0002

Firm Fixed Price

Quantity	U/I	Unit Price	Amount
10	EA		

CLIN	ACRN	ACRN Total
0002	AA	

NSN: 2840-00-411-8852 OJ
SUPPORT,TURBINE COM
Production ArticleSameAs Basic Item 0001 Above Provides rigidity and structural support to the 1st stage vane assembly.

Bid B First Article NOT Required

CRES AMS 5734 stainless steel

Manufacturer	**Part Number**
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Associated Document(s)	**Line Item(s)**
FD20302201649	0001
FD20302201649	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.)

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-KBW
Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
Serial Number Required

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

TYPE / SHIP TO CODE	F.O.B.
* DID002	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
* DID002	PAA	DIDC00

	Type / Ship To	**Quantity (U/I)**	**On or Before**	**Req No / Pri**
Required Delivery	* DID002	10 EA	31 MAR 2026	DIDC5420750005 / PRI: 6
Proposed Delivery	* DID002	10 EA		

TAC: DFMS

Bid B First Article NOT Required

Item No.
0003

Firm Fixed Price

Quantity	**U/I**	**Unit Price**	**Amount**
12	EA		

CLIN	**ACRN**	**ACRN Total**
0003	AB	

NSN: 2840-00-411-8852 OJ

Bid B First Article NOT Required

SUPPORT,TURBINE COM

Manufacturer	**Part Number**
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Associated Document(s)	**Line Item(s)**
FD20302201649	0004

Priority: E

Limitations of Liability: Other Than High Value Item

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

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:ID-D-KBW
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.
* DID002	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
* DID002	PAA	DIDC00

	Type / Ship To	**Quantity (U/I)**	**On or Before**	**Req No / Pri**
Required Delivery	* DID002	12 EA	31 MAR 2026	DIDC5V22170080 / PRI: 6
Proposed Delivery	* DID002	12 EA		

TAC: DFMS

Bid B First Article NOT Required

Item No.
0004

Firm Fixed Price

Quantity	**U/I**	**Unit Price**	**Amount**
5	EA		

CLIN	**ACRN**	**ACRN Total**
0004	AD	

NSN: 2840-00-411-8852 OJ

Bid B First Article NOT Required

SUPPORT,TURBINE COM
Production ArticleSameAs Basic Item 0001 Above

Manufacturer	**Part Number**
33617	6870409
63005	6870409
66905	6870409
73342	6870409

Associated Document(s)	**Line Item(s)**
FD20302201649	0005

Priority: E

Limitations of Liability: Other Than High Value Item

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

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

Foreign Military Sales :FMS Case:EG-D-RAK
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.
* DEG005	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
* DEG005	PAA	DEGA00

	Type / Ship To	**Quantity (U/I)**	**On or Before**	**Req No / Pri**
Required Delivery	* DEG005	5 EA	31 MAR 2026	DEGA5N22520301 / PRI: 6
Proposed Delivery	* DEG005	5 EA		

TAC: DFMS

SHIP TO (FOREIGN MILITARY SALES)

TYPE/CODE: * DEG005
SUPPLEMENTAL ADDRESS CODE: DA5RAK
FMS CASE CODE/LOA: EG-D-RAK/001
MAPAC SHIP TO CODE: DEG005
MAPAC MARK FOR: DEGA00
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

TYPE/CODE: * DID002
SUPPLEMENTAL ADDRESS CODE: DA2KBW
FMS CASE CODE/LOA: ID-D-KBW/001
MAPAC SHIP TO CODE: DID002
MAPAC MARK FOR: DIDC00
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

TYPE/CODE: * FY2303
SUPPLEMENTAL ADDRESS CODE: TBDTBD
FMS CASE CODE/LOA: ID-D-TBD/015
MAPAC SHIP TO CODE: FY2303
MAPAC MARK FOR: FA MONT
REQUISITION NUMBER: (See Individual Line Item)
REQUISITION PRIORITY: (See Individual Line Item)
AWARD NUMBER:

CONTRACT CLAUSES

5352.201-9101 **OMBUDSMAN** (JUN 2023)
(IAW DAFFARS 5301.9103)

5352.201-9101
OMBUDSMAN (JUN 2023)
(IAW DAFFARS 5301.9103)

An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

The Competition Advocate (CA) at each contracting activity/office (as defined in DLAD 2.101) shall act as the ombudsman and attempt to resolve contractor complaints. DLA AVIATION – AOCA's CA/ombudsman can be reached at (385) 591-1672, facsimile (405) 7348129. Complaints which cannot be so resolved shall be forwarded to the HQ through J72
for resolution bythe DLA competition advocate. Each activity is responsible for developing procedures for executing the duties and responsibilities of its local ombudsman.
The ombudsman has no authority to render a decision that binds the agency.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.
(The above Clause/Provision has been modified.)

(The above Clause/Provision has been modified.)

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

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

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

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

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

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

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

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

52.203-19	**PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS** (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7000	**REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS** (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	**PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023) (IAW DFARS 203.570-3)
252.203-7002	**REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022) (IAW DFARS 203.970)
52.204-10	**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020) (IAW FAR 4.1403(a))
52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE** (OCT 2018) (IAW FAR 4.1105(b))
52.204-18	**COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020) (IAW FAR 4.1804(c), FAR 12.301(d))
52.204-19	**INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014) (IAW FAR 4.1202(b))
52.204-21	**BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS** (NOV 2021) (IAW FAR 4.1903)
52.204-23	**PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023) (IAW FAR 4.2004)
52.204-25	**PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021) (IAW 4.2105(b))
52.204-27	**PROHIBITION ON A BYTEDANCE COVERED APPLICATION** (JUN 2023) (IAW FAR 4.2203)
52.204-30	**FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS- PROHIBITION** (DEC 2023) (IAW FAR 4.2306(c))
252.204-7003	**CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992) (IAW DFARS 204.404-70(b))
252.204-7012	**SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024) (IAW Class Deviation 2024-O0013 Rev. 1)
252.204-7015	**NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023) (IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))

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

252.204-7020 **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

252.204-7022 **EXPEDITING CONTRACT CLOSEOUT** (MAY 2021)
(IAW DFARS 204.804-70)

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of $1,000 or less to which either party may be entitled at the time of contract closeout.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

52.209-4 **FIRST ARTICLE APPROVAL--GOVERNMENT TESTING** (SEP 1989)
(IAW FAR 9.308-2(a)(1), FAR 9.308-2(b)(1))

52.209-4 **FIRST ARTICLE APPROVAL--GOVERNMENT TESTING** (SEP 1989)
(IAW FAR 9.308-2(a)(1), FAR 9.308-2(b)(1))

(a) The Contractor shall deliver _____**_____units(s) of Lot/Item _____*_____ within _____***_____ calendar days from the date of this contract to the Government at _____****_____ for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

First Article Item	**Quantity	***Calendar Days	****Type/Location
0001AA	1	180	FY2303
0001AB	3	180	FY2303

Within _____**_____ calendar days after the Government receives the first article, the Contracting Officer shall 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 shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

*Lot/Item	**Approval Days	ELIN No.
0001AA 0001AB	30	

If the first article is disapproved, 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 specified by the Government. The Government shall 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 shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) 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.

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

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

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
progress payments, or
termination settlements if the contract is terminated for the convenience of the Government.

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.

FIRST ARTICLE TEST, CERTIFICATION AND DISPOSITION REQUIREMENTS

0001AA/AB
(See Below) Test criteria
are as follows:
(FEB 1998)
(IAW FAR 9.308 2)

0001AA	1 EA	Expended in Government Testing
0001AB	3EA	Part of Production Quantity

Disposition of the First Article shall be as follows:

0001AB	3EA	Will be forwarded to supply.

If first article retesting/resubmission is authorized under FAR 52.209 3, First Article Approval Contractor Testing, paragraph (c) or 52.209 4, First Article Approval Government Testing, paragraph (c), costs to the Government related to the retesting/resubmission, including administrative costs for the contract modification, in the amount of (*), shall be borne by the Contractor and deducted from the contract price. When the Government determines that a

complete retest is not required, the Contracting Officer may adjust the total retesting cost accordingly.

***First Article Item *Retesting/Resubmission Cost**

$35,000.00

(The above Clause/Provision has been modified.)

Performance or other characteristics, which the First Article must meet, and detailed technical data requirements for testing of the First Article (including necessary data to be submitted in First Article Test Report, if applicable) are as set forth in this solicitation.

0001AA/AB **WILL NOT**

(e) The approved First Article _____**_____ serve as a manufacturing standard.

(The above Clause/Provision has been modified.)

(The above Clause/Provision has been modified.)

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

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

52.211-5 **MATERIAL REQUIREMENTS** (AUG 2000)
(IAW FAR 11.302)

52.211-15 **DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS** (APR 2008)
(IAW FAR 11.604(b))

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
	See Schedule as Applicable

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number _____(or See Schedule as Applicable).
(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____(or See Schedule as Applicable).
(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/ .
(2) Embedded items shall be reported by one of the following methods—
(i) Use of the embedded items capability in WAWF;
(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

52.213-4 **TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEVIATION 2025-O0003 and 2025-O0004)** (MAR 2025)
(IAW FAR 13.302-5(d))

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

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

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.

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)
(IAW FAR 19.309(c)(1))

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it **[ ]** is, **[ ]** is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a women-owned small business concern.

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

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

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*
The Contractor represents that it **[ ]** is, **[ ]** is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]*
The Contractor represents that—

(i) It **[ ]** is, **[ ]** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It **[ ]** is, **[ ]** is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)
(IAW FAR 22.810(g))

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

52.223-23 **SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION 2025-O0004)** (MAR 2025)
(IAW 23.109(a))

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

252.223-7009 **PROHIBITION OF PROCUREMENT OF FLUORINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS** (MAR 2024)
(IAW DFARS 223.7404)

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

52.225-1 **BUY AMERICAN--SUPPLIES** (NOV 2021)
(IAW FAR 25.1101(a)(1))

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))

252.225-7027 **RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES** (APR 2003)
(IAW DFARS 225.7307(a))

(b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

252.225-7028 **EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS** (APR 2003)
(IAW DFARS 225.7300, DFARS 225.7307(b))

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

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

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

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

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

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

Covered foreign country means any of the following:

(1) The People's Republic of China.

(2) The Russian Federation.

(3) The Islamic Republic of Iran.

(4) The Democratic People's Republic of Korea.

(b) *Prohibition*. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not—

(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from—

(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this clause—
"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—
(i) Advance payments;
(ii) Performance-based payments;
(iii) Commercial advance and interim payments;
(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include—
(i) Invoice payments;
(ii) Payments for partial deliveries; or
(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include—
(i) Payments for partial deliveries that have been accepted by the Government;
(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
(1) Electronic Data Interchange.
(2) Secure File Transfer Protocol.
(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at https://wawf.eb.mil/.

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

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

(f) *WAWF payment instructions*. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
(1) *Document type*. The Contractor shall use the following document type(s).
_____
(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)
(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
_____
(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")
(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	

Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g*. timesheets) in support of each payment request.

(5) *WAWF email notifications*. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____

_____

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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

_____

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	9711X8242 0002 4F X 47 5W CQAGID 000000 00000 015000 503000 F03000	$0.00
PSR: I75495 FSR: 004832 DSR: 255567 CIN: F3YTBK4130A0010000AA		
AB	9711X8242 0002 4F X LC 5W CKBWID 000000 00000 001000 503000 F03000	$0.00
PSR: 427438 FSR: 048657 DSR: 255594 CIN: F3YTBK4130A0010000AB		
AD	9711X8242 0002 4F X LC 5W CRAKEG 000000 00000 001000 503000 F03000	$0.00
PSR: F45133 FSR: 100537 DSR: 255609 CIN: F3YTBK4130A0010000AD		
	ACRN TOTAL	**$ 0.00**

52.240-1 **PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES** (NOV 2024)
(IAW FAR 40.202-8)

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

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

52.243-1 **CHANGES--FIXED-PRICE** (AUG 1987)
(IAW FAR 43.205(a)(1))

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

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

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

52.246-2 **INSPECTION OF SUPPLIES--FIXED-PRICE** (AUG 1996)
(IAW FAR 46.302)

52.246-11 **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT** (DEC 2014)
(IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [*If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.*]*

	Title	Number	Date	Tailoring
***See Individual Line Item Schedule**				

52.246-16 **RESPONSIBILITY FOR SUPPLIES** (APR 1984)
(IAW FAR 46.316)

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

INSPECTION AND ACCEPTANCE (SEP 1999)
(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final): **[CONTRACTOR FILL-IN]**
Item No(s): **See schedule for items with the following code(s) listed below :**
Inspection Code and Address:

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final).
Item No(s): 0001AA, 0001AB

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

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

52.247-65 **F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS** (JAN 1991)
(IAW FAR 47.303-17(f))

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

252.247-7028 **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)

F.O.B. ORIGIN (OCT 1993)
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered F.O.B. at:

F.O.B. Address: **[CONTRACTOR FILL-IN]**

LIST OF DOCUMENTS, EXHIBITS OR ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
158	Packaging Packaging Requirement	01APR2024	1
1653	Transportation Data For Solicitation Transportation	23APR2024	4
	Qualification Requirement	05JUL2016	26
	Item Unique Identification (IUID) Checklist IUID		1

SOLICITATION PROVISIONS
REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS

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

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(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];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

52.204-7 **SYSTEM FOR AWARD MANAGEMENT** (NOV 2024)
(IAW FAR 4.1105(a)(1))

52.204-8 **ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (JAN 2025)
(IAW FAR 4.1202(a))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336412** .

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the provision at 52.204-7

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

(see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). **(Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)**

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

(vi) 52.227-6, Royalty Information.

___(A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2025-O0003 and 2025-O0004) (MAR 2025)
(IAW FAR 4.1202(a))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **336412** .

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219–1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or

when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219–2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
(xiv) [Reserved]
(xv) [Reserved]
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xix) [Reserved]
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) (xii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225–3.

(A) If the acquisition value is less than $50,000, the basic provision applies.
(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.
(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

X__ (i) 52.204-17, Ownership or Control of Offeror.
X__ (ii) 52.204-20, Predecessor of Offeror.
X__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__**(see note)**__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). **(Note: If this clause is applicable it will be listed in the appropriate clause section of this document.**)
___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
(vi) 52.227-6, Royalty Information.
___(A) Basic.
___ (B) Alternate I.
___(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this

solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING** (AUG 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))

52.204-22 **ALTERNATIVE LINE ITEM PROPOSAL** (JAN 2017)
(IAW FAR 4.1008)

52.204-24 **REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW FAR 4.2105(a))

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it ''does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument'' in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ''does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services'' in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020)
(IAW FAR 4.2105(c))

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and ''reasonable inquiry'' have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representations.*

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

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

52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - REPRESENTATION AND DISCLOSURES (DEC 2023)
(IAW FAR 4.2306(b))

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)
(IAW DFARS 204.1202)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

___ (i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; **[*Contracting Officer check as appropriate.*]**

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

X (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232–7015, Performance-Based Payments—Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204–8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

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

252.204-7016 **COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION** (DEC 2019)
(IAW 204.2105(a))

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

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://

www.sam.gov) for entities excluded from receiving federal awards for ‘‘covered defense telecommunications equipment or services’’.
(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

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

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

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

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

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

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

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

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

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

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

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(NOV 2023)
(IAW DFARS 204.7304(d))

(a) *Definitions.*

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) *Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf

(c) *Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(*1*) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(*2*) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

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

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

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at *https://piee.eb.mil/,* will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.
(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.
(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at *https://www.sprs.csd.disa.mil/reference.htm.* Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at *https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.*

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

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

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

_____
_____
_____
_____
_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	QUOTATION	PRICE TOTAL

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

52.209-2 **PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION** (NOV 2015)
(IAW FAR 9.108-5(a))

(c) *Representation*. The offeror represents that—

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

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

52.209-5 **CERTIFICATION REGARDING RESPONSIBILITY MATTERS** (AUG 2020)
(IAW FAR 9.104-7(a))

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) **Have [ ] have not [ ]**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) **Are [ ] are not [ ]** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

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

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

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

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

(ii) The Offeror **has [ ] has not [ ]**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other

remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
(IAW FAR 9.104-7(d))

(b) The Offeror represents that—

(1) It **is [ ] is not [ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

252.209-7011 REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION (OCT 2023)
(IAW DFARS 209.170-4)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)
(IAW DARS Tracking Number:2012-O0004)

(a) In accordance with section 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that—

(1) It **is [ ] is not [ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)
(IAW FAR 14.201-6(h))

(a) The bidder, in the performance of any contract resulting from this solicitation, **[ ] intends, [ ] does not intend** [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

52.215-6 **PLACE OF PERFORMANCE** (OCT 1997)
(IAW FAR 15.209(f))

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

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

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

52.215-20 **REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA** (NOV 2021)
(IAW FAR 15.408(l))

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

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

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

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

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

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

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

52.219-2 **EQUAL LOW BIDS** (OCT 1995)
(IAW FAR 19.308(c))

As prescribed in 19.309(b) insert the following provision:

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

THE FOLLOWING IS FILL-IN DATA FOR PROVISION 52.204-8 PARA (c)(2)(iii):

52.222-18 **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)**

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22 **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS** (FEB 1999)
(IAW FAR 22.810(a)(2))

The offeror represents that--

(a) It **[ ] has, [ ] has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It **[ ] has, [ ] has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
(IAW FAR 22.810(d))

The offeror represents that--
(a) It **[ ] has** developed and has on file, **[ ] has not** developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It **[ ] has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)
(IAW FAR 22.1310(c))

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

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

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

(1) The Offeror (itself or through its immediate owner or highest-level owner) **[ ] does, [ ] does not** publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
(2) The Offeror (itself or through its immediate owner or highest-level owner) **[ ] does, [ ] does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

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

52.225-18 PLACE OF MANUFACTURE (AUG 2018)
(IAW FAR 25.1101(f))

(a) *Definitions*. As used in this provision—
“Manufactured end product” means any end product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)
(IAW FAR 25.1103(d))

(a) *Definitions.* As used in this provision—
"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (As that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspend.

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (JUN 2020)
(IAW FAR 25.1103(e))

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

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

(a) *Definition*. As used in this provision, "covered foreign country" has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.

(b) *Prohibition*. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from—

(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;

(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;

(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or

(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from—

(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);

(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (*https://www.trade.gov/consolidated-screening-list*); or

(iii) Any entity that produces or provides unmanned aircraft systems and—

(A) Is domiciled in a covered foreign country; or

(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

(c) *Representations*.

(1) By submission of its offer, the Offeror represents that—

(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

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

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

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

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

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

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if—
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates ''is'' in paragraph (d)(1) of this provision, then the Offeror represents that—

I am claiming on the IRS Form W–14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror shall select one*] from the excise tax.

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

(1) The clause at FAR 52.229–12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W–14. If the IRS Form W–14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

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

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

(End of provision)

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

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

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

52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)
(IAW FAR 47.305-3(b)(4)(ii))

52.247-47 **EVALUATION-F.O.B. ORIGIN** (JUN 2003)
(IAW FAR 47.305-3(f)(2))

(a) The Government normally uses _____*_____ methods of transportation by regulated common carrier for shipment within the contiguous United States.

* ITEM NO	MODE OF TRANSPORTATION
0001AA	Surface
0001AB	Surface
0001AC	Surface
0001AD	Surface
0001AE	Surface
0002	Surface
0003	Surface
0004	Surface

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).

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SECTION L

INSTRUCTIONS TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION USING BEST VALUE PROCESS, PERFORMANCE PRICE TRADEOFF (PPT) SOURCE SELECTION PROCEDURES

General Instructions

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

Include Sufficient Detail:
The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements. Offeror shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

Embellishment Not Desired:
Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

Proposal Acceptance and Validity Dates:

The proposal acceptance period is specified in Section A of the solicitation. The offer shall make a clear statement in Section A of the proposal documentation that the proposal is valid for at least the number of days identified in Section A, starting from the closing date of the solicitation.

Disposition of Proposals:
In accordance with FAR Subpart 4.803(a)(10) (Contents of Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

Electronic Reference Documents
All referenced documents for this solicitation are available on the Beta Sam Website under Contract Opportunities (formerly FedBizOpps) at https://beta.sam.gov/, unless indicated otherwise. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

Amendments to Solicitation
If this RFQ is amended, all terms and conditions that are not amended remain unchanged and in full force and effect. Offerors shall acknowledge receipt of any amendment and provide confirmation upon submission of the offeror's proposal.

General Information

Point of Contact:
The Buyer identified in Block 5 is the **sole** point of contact for this acquisition. Address any questions or concerns you may have to the buyer. Written requests for clarification may be sent to the buyer at the address located in Section A of the solicitation.

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

Electronic Offers:
Proposals may be emailed to **alex.varughese.1@us.af.mil** by the closing date.

Technical Proposal
Offerors shall bid IAW requirements in Section B. Your responses to the factors will be evaluated in accordance with Section M of the solicitation. All the requirements specified in the solicitation are mandatory.

FACTOR 1 - Technical
Formal technical proposals are not required. Offers shall propose IAW requirement in Section B and all attachments herein. Your proposal will be evaluated in accordance with Section M of the solicitation. All the requirements specified in the solicitation are mandatory.

FACTOR 2 - Price
Completion of the RFP, Section B Schedule will represent the price proposal.

FACTOR 3 – Past Performance

The offeror is not required to provide Past Performance information. Past Performance acceptability will be determined based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period.

Contract Documentation
The purpose of this section is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the solicitation, and Sections A through K. This includes:

Section A – Solicitation/Contract Form
Completion of blocks 13, with name, title, and date included in block of the SF 18 is required. Signature by the offeror on the SF 18 constitutes an offer which the Government may accept.

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

Section C – Description/Specifications/Statement of Work Section D – Packaging

and Marking

Section E – Inspection and Acceptance
Complete Inspection and Acceptance address.

Section F – Deliveries or Performance
Complete F.O.B. Origin Clause IAW FAR 47.305(b).

Section G – Contract Administration Data
Complete Activity Address Clause.
If applicable, annotate remittance address within proposal.

Section H – Special Contract Requirements
Not applicable

Section I – Contract Clauses

Section K – Representation, Certifications, and Other Statement of Offeror's
Completed representations, certifications, acknowledgements and statements.

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

Table 1 - Solicitation Exceptions

Solicitation Document	Paragraph/Page	Requirement/ Portion	Rationale
RFP, RFQ, attachments	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met

Other Information Required

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

Person(s) that can obligate your company: Name: ___
Title: _____
Telephone: _____

Person(s) authorized to negotiate with the Government: Name: _____
Title: _____
Telephone: _____

Government Offices
Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

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

A052.299-0013

SECTION M
EVALUATION FACTORS FOR AWARD USING
BEST VALUE PROCESS, PERFORMANCE PRICE TRADEOFF (PPT) SOURCE SELECTION PROCEDURES

Basis for Contract Award

This acquisition will utilize the Best Value Process, Performance price Tradeoff source selection procedures in accordance with Federal Acquisition Regulation (FAR) Part 15.101-1, as supplemented, to make an assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible in accordance with FAR Part 15.101, as supplemented, whose proposal conforms to the solicitation requirements and is judged, based on the evaluation factors, to represent the best value to the Government. The Government seeks to award to the offeror who gives the Defense Logistics Agency the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determined that the technical acceptable, superior past performance of the higher price offeror outweighs the cost difference. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgement is implicit throughout the entire process. The Government intends to award without discussions/reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

Number of Contracts to be Awarded

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

Rejection of Unrealistic Offers

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

Correction Potential of Proposals

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

PRE-AWARD SURVEY

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

PLANT VISITS

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

SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

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

EVALUATION CRITERIA FOR AWARD

(IAW FAR 13.106-2(b), 14.201-5(c), and 15.204-5(c))

For the purposes of award, offers will be evaluated for acceptability of evaluation factors described below:

FACTOR 1: Technical
FACTOR 2: Cost/Price FACTOR 3: Past Performance

Order of Importance

For this solicitation, technical acceptability is a prerequisite to the best value analysis and potential trade-off between Price and Past Performance. The Order of importance is used to explain how the other factors will be traded off on technically acceptable proposals.

For all technically acceptable proposals, Factor 2 (Cost/Price) will be evaluated on a basis approximately equal to Factor 3 (Past Performance). Tradeoffs may only be made between price and past performance among those offerors who have been determined technically acceptable.

Evaluation Methodology

All proposals will first be evaluated for technical acceptability. Second, price will be evaluated. Concurrent with the price evaluation, past performance will be evaluated. A decision will then be made as to which proposal provides the best value to the Government. Surplus proposals will be considered only if they meet the stated quantity in Schedule B.

Technical Factor

Technical proposals are not required. Technical acceptability will be determined based on the offerors compliance with the requirement as stated in Section B Schedule and/or any referenced specifications, engineering notes and all other attachments herein.

The delivery schedule will be evaluated based on the dates established in Section B of the solicitation. It should be noted that the Government's required delivery is based on the Requirements' need date, and may not be attainable. Therefore, if a proposed delivery does not meet the Government's required delivery, the proposed delivery may be considered responsive.

Technical acceptability will be ascertained based on one of the ratings described below. Proposals will be evaluated for compliance with solicitation; receipt of a responsive proposal to deliver the supplies in accordance with the solicitation and all other attachments herein.

Acceptable – The proposal meets specified minimum requirements necessary for acceptable contract performance.

Unacceptable – The proposal fails to meet specified minimum requirements necessary for contract performance. Proposals with an unacceptable rating are not awardable.

Cost/Price Factor (IAW 5315.305(a)(1))

The offeror's price/cost proposal will be evaluated for award purposes by multiplying the Quantity by the proposed unit price. If incidental or miscellaneous expenses not related to specific CLIN structure accompany vendor proposals, these charges shall be added to the total CLIN cost/price to reach the final total cost/price proposed to the Government. Price analysis will be performed to determine the reasonableness to the offeror's price proposal.

Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the bases that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment or unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or subline items. Offers that are determine to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the government.

(4) Cost/price proposals submitted by vendors shall be evaluated by multiplying the proposed unit price by the quantity desired by the Government to determine the contractor's total price.

Proposal will be evaluated as follows:

The contractor's proposal for the firm quantity under CLIN 0001-0004 is the price factor that will be used in evaluation. Evaluation of award will be based on the proposed unit price multiplied by the firm quantity outlined in the solicitation.

(5) If incidental or miscellaneous expenses not related to specific CLIN structure accompany vendor proposals, these charges shall be added to the total CLIN cost/price to reach the final total cost/price proposed to the Government. In addition 'Price Analysis' shall be conducted in accordance with FAR 15.404-1, to determine 'Reasonableness' on all offers submitted by vendors.

*Unrealistically low costs/prices proposed either initially or subsequently may be grounds for elimination of an offer from the competition and shall be based upon the vendor not understanding requirements or because an unrealistic proposal was submitted.

e. Past Performance Factor

The offeror is not required to provide Past Performance information. Past Performance acceptability will be determined based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period.

Past Performance acceptability will be ascertained based on one of the ratings described below.

Acceptable – The offeror has a "Supplier Risk Score" of either blue, purple, green, or yellow in SPRS at the time of the close of the solicitation period.

Unacceptable – The offeror has a "Supplier Risk Score" of red in SPRS at the time of the close of the solicitation period. Offerors with an unacceptable rating are not awardable.

Note: Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral confidence" rating for the Past Performance factor. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

E. Discussions

It is the Government's intent to award without discussions, therefore, it is imperative that offeror's 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 discussions, offeror responses to Evaluation Notices (ENs), and the Final Proposal Revisions (FPRs) will be considered in making the source selection decision.

AWARD--ALL OR NONE BASIS

Notwithstanding FAR provision **Instructions to Offerors - Competitive Acquisition** award shall be made to a single bidder/offeror whose bid/offer responds to all items included in the solicitation. Failure to provide for any item including any option shall render the bid nonresponsive or may cause the offeror's proposal to be rejected.