SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.			1. REQUISITION NUMBER	PAGE 1 OF 47
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER FA860427QB001	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME TIFFANY PEREZ CORTES		b. TELEPHONE NUMBER (no collect calls) 5314092779	8. OFFER DUE DATE/ LOCAL TIME 23 Nov 2026 03:00 PM

9. ISSUED BY CODE: FA8604 FA8604 AFLCMC PZI CP 937 656 7394, 2275 D ST BLDG 16 RM 128 WRIGHT PATTERSON AFB, OH 45433-7228 UNITED STATES TIFFANY PEREZ CORTES, Email: tiffany.perez_cortes@us.af.mil Telephone: 5314092779 John Manovich , Email: john.manovich@us.af.mil Telephone: 713-9955	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333922 ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 500 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A)
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS
☐ 13a.THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM-DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)
15. DELIVER TO CODE: See Schedule	16. ADMINISTERED BY CODE:
17a. CONTRACTOR/ OFFERER CODE FACILITY CODE: TELEPHONE NUMBER	18a. PAYMENT WILL BE MADE BY CODE:
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA See Section G - Contract Administration Data	26. TOTAL AWARD AMOUNT (For Government Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	☐ 29. AWARD OF CONTRACT: REFERENCE ___ OFFER DATED ___. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

COMPUTER GENERATED
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
23 Oct 2026, 09:03 AM Eastern Daylight Time

Solicitation/Contract Form

Storage Aid System at Grissom ARB, Indiana Building 613 CSN: VGR601

Non-ACAT, Mechanized Materials Handling System, Grissom ARB, Indiana
Product Service Code: 3990

Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Quantity	Unit	Unit Price	Amount
0001	System Design Completed, Grissom ARB, IN Building 613 The Contractor shall design the Storage Aids System/Conveyor System for project CSN: VGR601 in accordance with all applicable paragraphs of the Cover Purchase Description (PD) dated 6 OCTOBER 2026, Appendices A through E and all associated drawings as noted in the attachments. Note: The requirement includes travel to attend a post award conference at Grissom ARB, Indiana and is mandatory. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0002	Pallet Rack System, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Pallet Rack System for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "A," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0003	Bin Shelving System, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Bin Shelving System for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "B," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
	Mobile Aisle Storage System, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Mobile Aisle Storage System for project CSN:				

0004	VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "C," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0005	Rider Reach, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Rider Reach for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "D," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0006	Stock Assist Vehicle, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Stock Assist Vehicle for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each		
0007	10K Pallet Jack, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the 10K Pallet Jack for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
	Processing Counter, Grissom ARB, IN Building 613 (Manufactured and				

0008	Delivered) The contractor shall manufacture and deliver the Processing Counter for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0009	Collapsible Bins, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Collapsible Bins for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0010	Bollards, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Bollards for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0011	Rolling Ladder, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Rolling Ladder for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements.	1	Each	Estimated	

	Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price				
0012	AV Cart, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the AV Cart for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0013	Work Height Platform Truck, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Work Height Platform Truck for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0014	Ergonomic Mat, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Ergonomic Mat for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0015	Electric Pallet Jack, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Electric Pallet Jack for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided	1	Each	Estimated	

	in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price				
0016	Corner Safety Markers, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Corner Safety Markers for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0017	Deluxe Carts, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Deluxe Carts for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0018	Jumbo Carts, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver Jumbo Carts for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings. All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
	Hopper, Grissom ARB, IN Building 613 (Manufactured and Delivered) The contractor shall manufacture and deliver the Hopper for project CSN: VGR601 in accordance with the Cover PD paragraph 3.1., Appendix "E," and all associated drawings.				

0019	All equipment, operation and maintenance manuals and illustrated parts breakdown shall be provided in accordance with Cover PD paragraph 3.4. Documentation and Table 1 - Data Requirements. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0020	System Installation and Integration, Grissom ARB, IN Building 613 The Contractor shall install all items in accordance with all applicable paragraphs of the Cover PD, all associated Appendices, and drawings pertaining to design and fabrication as well as performance of system checkout and quality conformance testing of the Storage Aid System at Grissom ARB, Indiana Name for project CSN: VGR601. As part of the CLIN, the contractor must complete the inspections, tests, and certifications in accordance with Cover PD paragraphs 4.3.1. Inspections through 4.3.2. Tests identified in applicable Appendices. At the completion of the System Checkout Test, performed in accordance with the requirements of the Cover PD paragraph 4.2.1. System Checkout Test, the Contractor shall submit to the Contracting Officer the required equipment certifications and the written certification that the system has passed the requirements of the System Checkout Test. The Quality Conformance Test shall be performed in accordance with the Cover PD paragraph 4.2.2. Quality Conformance Test. The contractor shall perform all orientation prior to the start of the quality conformance test in accordance with Cover PD paragraph 3.5.Orientation. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	
0021	System Reliability Demonstration Test (RDT) and Final Acceptance, Grissom ARB, IN Building 613 The contractor shall accomplish reliability demonstration testing, after successful completion of the quality conformance test, in accordance with the specifications set forth in the Cover PD paragraph 4.2.3. and each of the applicable appendices associated with testing and acceptance (e. g., paragraphs 4.2 and 4.3 of all appendices). This includes submission of the as-built drawings identified in paragraph 3.4.4. As-Built Drawings of the Cover PD and other technical documents as listed in the attachments and include final acceptance of the system by the Government. Note: Contractor cannot invoice for	1	Each	Estimated	

	this CLIN until ALL data items have been submitted and approved by Government. See Cover Purchase Description Paragraph 3.4.Documentation. Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price				
0022	System Data, Grissom ARB, IN Building 613 The Contractor shall deliver all data items in accordance with Cover PD paragraph 3.4 Documentation through 3.4.4. As-Built Drawings, Cover PD Table 1 - Data Requirements, and paragraphs 4.2 and 4.3 of all Appendices. This CLIN is Not Separately Priced(NSP). Product Service Code: 3990 Pricing Arrangement: Firm Fixed Price	1	Each	Estimated	

Description/Specifications/Statement of Work

Requirements

MMHS STORAGE AID SYSTEM AT GRISSOM ARB, INDIANA BUILDING 613 CSN: VGR601

Packaging and Marking

The contractor shall use the following shipping and packaging information for CLIN 0002 through CLIN 0019.

Ship To:
1445 Fortress St.
Building 209, Door 4A
Grissom ARB, IN 46971

Note: Add to the shipping label the verbiage, "To be offloaded and opened by the Contractor or Contractor's Representative."

In addition, the following information should be included on the shipping label:

Contractor Name
Contractor or Contractor Representative Name
Local Commercial Phone Number
Building Number

Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-16	Responsibility for Supplies.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Delivery of the completed system designs (i.e., shop drawings) shall be in accordance with paragraphs 3.4.2. Shop Drawings and Table 1 - Data Requirements of the Cover PD DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0002	Inspection and Acceptance Location Both Destination Instructions: The Contractor shall reference Section D - Packaging and Marking for Shipping and Marking instructions. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0003	Inspection and Acceptance Location Both Destination Instructions: The Contractor shall reference Section D - Packaging and Marking for Shipping and Marking instructions. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0004	Inspection and Acceptance Location Both Destination Instructions: The Contractor shall reference Section D - Packaging and Marking for Shipping and Marking instructions. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS

	CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0005	Inspection and Acceptance Location Both Destination Instructions: The Contractor shall reference Section D - Packaging and Marking for Shipping and Marking instructions. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
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0018	Inspection and Acceptance Location Both Destination Instructions: The Contractor shall reference Section D - Packaging and Marking for Shipping and Marking instructions. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
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0020	Inspection and Acceptance Location Both Destination Instructions: Equipment installation, system checkout, and quality conformance testing shall occur at: Grissom ARB, Indiana. Certifications submitted as part of the System Checkout Test shall be delivered in accordance with paragraphs 4.2.1. System Checkout Test and Table 1 - Data Requirements of the Cover PD. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0021	Inspection and Acceptance Location Both Destination Instructions: Following completion of the RDT and acceptance of the system by the Government, the Contractor shall submit as-built drawings in accordance with paragraph 3.4.4. As-Built Drawings and Table 1 - Data Requirements of the Cover PD. Reliability Demonstration Testing and acceptance of the system shall be at: Building 613, Grissom ARB, Indiana. DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657
0022	Inspection and Acceptance Location Both Destination Instructions: All system data shall be delivered in accordance with paragraphs 3.X. Documentation through 3.4.4. As-Built Drawings and Table 1 - Data

Requirements of the Cover PD.

DoDAAC: FB4654
CountryCode: USA

FB4654 434 LRS LGRS
CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A
GRISSOM ARB, IN 46971-1608
UNITED STATES

James Rowland
Email: james.rowland.5@us.af.mil
Telephone: 9372577657

Deliveries or Performance

All deliveries must be shipped to:

Building 613 (Note: building is under construction)

Grissom ARB, IN 46971

Please disregard the building number in the ship-to address on the individual CLINs below.

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001	Delivery Schedule From date of lead time event to delivery 60 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0002	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0003	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0004	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
	Delivery Schedule From date of lead time event to delivery 150 Calendar Days	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA	FoB Details Contractor Destination

0005	Date of Award		FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	
0006	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0007	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0008	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0009	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0010	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS	FoB Details Contractor Destination

0011			CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	
0012	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0013	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
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0017			DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	
0018	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0019	Delivery Schedule From date of lead time event to delivery 150 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0020	Delivery Schedule From date of lead time event to completion of performance 180 Calendar Days Date of Award	1 Each	Place of Performance DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0021	Delivery Schedule From date of lead time event to completion of performance 210 Calendar Days Date of Award	1 Each	Place of Performance DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination
0022	Delivery Schedule From date of lead time event to delivery 210 Calendar Days Date of Award	1 Each	Ship To DoDAAC: FB4654 CountryCode: USA FB4654 434 LRS LGRS CP 765 688 3458, 1445 S FORTRESS ST BLDG 209 DOOR 4A GRISSOM ARB, IN 46971-1608 UNITED STATES James Rowland Email: james.rowland.5@us.af.mil Telephone: 9372577657	FoB Details Contractor Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date

52.242-15	Stop-Work Order.	Aug 1989

Contract Administration Data

Special Contract Requirements

Ombudsman

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

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

c. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, [Insert names, addresses, telephone numbers, facsimile numbers, and e-mail addresses of Center/MAJCOM/FLDCOM/DRU/DAFRCO ombudsman/ombudsmen]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

d. The ombudsman has no authority to render a decision that binds the agency.

e. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

Elimination of use of Class I Ozone Depleting Substances (ODS)

a. Contractors shall not:

1. Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
2. Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

b. For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in DAFMAN 32-7002) are Class I ODSs:

1. Halons: 1011, 1202, 1211, 1301, and 2402;
2. Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC- 213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
3. Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

Health and Safety on Government Installations

In performing work under this contract on a Government installation, the contractor shall:

1. Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
    1. Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes
2. The contracting officer may, by written order, direct Department of the Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
3. Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

Contractor Access to Department of the Air Force Installations

- The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Department of the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [*insert any additional requirements to comply with local security procedures*] to obtain a vehicle pass.
- During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *[insert any additional requirements to comply with DAFI 31-101, Base Defense Operations, and DoDMAN5200.02_DAFMAN16-1405_DAFGM2026-01, Air Force Personnel Security Program]* citing the appropriate paragraphs as applicable.
- Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- The contractor shall provide an after-hours contact number or after-hours email in the Emergency Mass Notification System (EMNS) for each of their personnel, whose normal place of duty is on a DoD installation or within a DoD facility. The contractor shall comply with any additional requirements in DAFI 10-206, Operational Reporting for emergency operational reporting. Foreign Nationals may participate and may remove themselves from the Emergency Mass Notification System at any time. To update information, personnel can access the globe icon on their system desktop screens and choose the "Access Self-Service" option.
- Failure to comply with these requirements may result in withholding of final payment.

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	Jun 2020	Alternate I	Nov 2021
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.229-3	Federal, State, and Local Taxes.	Feb 2026		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2026		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-9	Limitation on Withholding of Payments.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.246-23	Limitation of Liability.	Feb 1997		
52.246-24	Limitation of Liability-High-Value Items.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-9	Default (Fixed-Price Research and Development).	Apr 1984		

FAR Clauses Incorporated by Full Text

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

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

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

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

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

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

(c) Applicability. This clause applies only to-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

(End of clause)

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

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under 333922NAICS Code assigned to FA860427QB001contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(End of clause)

52.225-8 Duty-Free Entry. (Oct 2010)

Duty-Free Entry (Oct 2010)

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $20,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the-

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if-

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the-

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, ____[agency], Duty-free entry to be claimed pursuant to Item No(s) ____[from Tariff Schedules], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify ____[cognizant contract administration office]for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to-

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the-

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if-

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $20,000 may be imported into the customs territory of the United States.

(End of clause)

52.232-16 Progress Payments. (Deviation 2026-O0038) (Feb 2026)

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates

to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the

property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the ____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)

Notification of Changes (Feb 2026) (Deviation 2026-O0038)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A_____

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

acquisition.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any FAR, DFARS[insert regulation name] (48 CFR Chapter 1, 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	1. VGR601 - Cover PD	Specification	Cover Purchase (PD) Description	06 Oct 2026	
02	2. VGR601 - Appendix A - Pallet Rack	Specification	Appendix A	06 Oct 2026	
03	3. VGR601 - Appendix B - Binshelving	Specification	Appendix B	06 Oct 2026	
04	4. VGR601 - Appendix C - Mobile Storage System	Specification	Appendix C	06 Oct 2026	
05	5. VGR601 - Appendix D - Rider Reach	Specification	Appendix D	06 Oct 2026	
06	6. VGR601 - Appendix E - Support Equipment	Specification	Appendix E	06 Oct 2026	
07	7. VGR601 - Drawing 01	Drawings	Drawing 01	06 Oct 2026	
08	8. VGR601 - Contractor Information	Contractor Information	Contractor Information	06 Oct 2026	
09	9. VGR601 - Technical Proposal Questionnaire	Technical Proposal Questionnaire	Technical Proposal Questionnaire	06 Oct 2026	
10	10. VGR601 - Addendums	Addendums	Addendums	06 Oct 2026	
11	11. VGR601 - Checklist Summary Pricing Sheet	Checklist Summary Pricing Sheet	Checklist Summary Pricing Sheet	06 Oct 2026	
12	12. VGR601 - Notification of Compliance with Contract Insurance Requirements	Notification of Compliance with Contract Insurance Requirements	Notification of Compliance with Contract Insurance Requirements	06 Oct 2026	
13	13. VGR601 - DFARS RFO Deviation Clauses Over SAT	DFARS RFO Deviation Clauses Over SAT	DFARS RFO Deviation Clauses Over SAT	06 Oct 2026	

Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Feb 2026)

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

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

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

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(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 [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [X], 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 [X] 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 [X], 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. Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) The Offeror has [ ] has not [X], within a 3-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).

(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 Government will consider the certification 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) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). 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 the Government later determines 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.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

(End of provision)

52.219-1 Small Business Program Representations. (Deviation 2026-O0038) (Feb 2026)

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

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

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333922[insert NAICS code].

(2) The small business size standard is 500 employees[insert size standard].

(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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

(c) Representations.

(1) The offeror represents as part of its offer that-

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

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

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

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products. (Feb 2021)

Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

(a) Definition.

Forced or indentured child labor means all work or service-

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

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

(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.

(End of provision)

52.225-18 Place of Manufacture. (Aug 2018)

Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision-

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) [ ] Outside the United States.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038) (Feb 2026)

Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(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 of the United States.

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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 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)

Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text

52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)

Economic Purchase Quantity-Supplies (Aug 1987)

(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	Price Quotation	Total
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates 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 offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

acquisition.gov_____[Insert one or more Internet addresses]

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any FAR, DFARS[insert regulation name](48 CFR ChapterChapter 1, 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Evaluation Factors for Award

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price/approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

____

____

____

____

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of provision)