SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 33

2. CONTRACT No.	3. SOLICITATION No.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE No.
	SPE4A7-27-R-0003	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2026 OCT 02	1000242556

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 6090 STRATHMORE ROAD RICHMOND VA 23237 USA	SPE4A7	See Continuation Sheet

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Mail Room, Bldg. 210 until 3:00PM *(Hour)* local time 2026-Nov-02 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	Ryan Loeffelholz DRL0052	Phone: 445-737-7096 FAX:	Ryan.Loeffelholz@dla.mil

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 *calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (*The offeror acknowledges receipt of amendments to the* SOLICITATION *for offerors and related documents numbered and dated*):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 *copies unless otherwise specified*)	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )		

24. ADMINISTERED BY *(If other than item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

THIS SOLICITATION IS INTENDED TO RESULT IN AN INDEFINITE QUANTITY CONTRACT (IQC) FOR A BASE PERIOD OF FIVE (5) YEARS WITH ZERO (0) OPTIONS. THE UNIT PRICES ARE REQUESTED TO BE HELD FOR AT LEAST 1 YEAR INCREMENTS, BUT NOT LIMITED TO 1 YEAR. THE UNIT PRICE MAY BE THE SAME FOR THE ENTIRE BASE PERIOD OF 5 YEARS OR SEPARATED OUT INTO 1 YEAR PERIODS AS SHOWN BELOW. THE ESTIMATED ANNUAL QUANTITIES ARE ESTIMATES ONLY. THE GOVERNMENT IS ONLY OBLIGATED TO PROCURE THE SPECIFIED GUARANTEED MINIMUM QUANTITY. THERE IS NO GUARANTEE THAT THE GOVERNMENT WILL PLACE ANY ORDERS AFTER THE GUARANTEED MINIMUM QUANTITY HAS BEEN FULFILLED. THERE ARE NO GUARANTEES ON THE NUMBER OF DELIVERY ORDERS WHICH MAY OCCUR DURING THE CONTRACT PERIOD.

SEE BASIC ATTACHMENT ENTITLED “PID, PACKAGING, AND MARKING” FOR ALL PID, PACKAGING, AND MARKING INFORMATION. TO VIEW, CLICK ON THE PAPERCLIP SYMBOL IN THE LEFT MARGIN OF THE E-DOCUMENT.

GUARANTEED MINIMUM QUANTITY: 30EACH
ESTIMATED ANNUAL QUANTITY: 30 EACH

IN ACCORDANCE WITH CLAUSES 52.216-19, ORDER LIMITATIONS, THE DELIVERY ORDER REQUIREMENTS ARE AS FOLLOWS:
MINIMUM DELIVERY ORDER QUANTITY: 30 EACH
MAXIMUM DELIVERY ORDER QUANTITY: 30 EACH

OFFERS WILL BE EVALUATED BASED ON THE ESTIMATED ANNUAL QUANTITY. IF QUANTITY INCREMENTS ARE OFFERED WITH VARIOUS PRICES, THE HIGHEST PRICE OFFERED WILL BE USED FOR EVALUATION. PLEASE PROVIDE PRICING BELOW. PLEASE DO NOT PROVIDE OFFERS ON QUANTITIES CITED ELSEWHERE IN THE SOLICITATION.

CONTRACT LINE-ITEM NUMBER 0001: HEAD, LINEAR ACTUATING CYLINDER

YEAR	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
PERIOD YEAR 1	30 EACH	$_____
PERIOD YEAR 2	30 EACH	$_____
PERIOD YEAR 3	30 EACH	$_____
PERIOD YEAR 4	30 EACH	$_____
PERIOD YEAR 5	30 EACH	$_____

INSPECTION: ORIGIN
ACCEPTANCE: ORIGIN
FOB: ORIGIN

REQUIRED DELIVERY SCHEDULE: 365 DAYS AFTER RECEIPT OF ORDER

PROPOSED DELIVERY SCHEDULE: _____

NAME OF OFFEROR’S POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

OFFEROR IS A:
[ ] LARGE BUSINESS
[ ] SMALL BUSINESS
[ ] SMALL DISADVANTAGED, SERVICE-RELATED DISABLED VETERAN-OWNED
[ ] SMALL DISADVANTAGED, OTHER VETERAN-OWNED SMALL BUSINESS
[ ] SERVICE-RELATED DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] OTHER VETERAN-OWNED SMALL BUSINESS
[ ] SMALL DISADVANTAGED BUSINESS
[ ] WOMAN-OWNED, SERVICE-RELATED DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMAN-OWNED SMALL DISADVANTAGE BUSINESS
[ ] WOMAN-OWNED OTHER VETERAN-OWNED SMALL BUSINESS
[ ] WOMAN-OWNED SMALL BUSINESS
[ ] HUBZONE
[ ] SECTION 8(A)

ITEM OFFERED IS:
YES NO

CONTINUED ON NEXT PAGE

[ ] [ ] SURPLUS (PROCUREMENT NOTE C04 APPLIES.)
[ ] [ ] USED/RECONDITIONED (FAR 52.211-5 APPLIES.)
[ ] [ ] HAZARDOUS (FAR 52.223-3 & DFARS 252.223-7001 APPLY. SUBMIT MSDS & HAZARD LABEL, WITH OFFER.)
[ ] [ ] FOREIGN
COUNTRY OF ORIGIN _____ (WHEN SET-ASIDE FOR SMALL BUSINESS, PRODUCT SHALL BE DOMESTIC.)

THE PRODUCTS OFFERED WILL BE MANUFACTURED BY:

MANUFACTURER'S NAME _____

MANUFACTURER'S CAGE _____

PART NUMBER _____

TYPE OF QUALITY INSPECTION SYSTEM (EX. ISO AS9100) _____

FACILITY CAGE CODE FOR PLACE OF INSPECTION FOR SUPPLIES: CAGE _____

FACILITY CAGE CODE FOR PLACE OF INSPECTION FOR PACKAGING: CAGE _____

THE FOLLOWING DLA AVIATION ACQUISITION NOTICES ARE INCORPORATED BY REFERENCE. THE FULL-TEXT OF THE NOTICES CAN BE FOUND AT: HTTPS://WWW.DLA.MIL/AVIATION/BUSINESS/DAANS/

DAAN-15-01 EVALUATION AND AWARD FOR ACQUISITIONS ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD
(JUNE 2018)

B) RELATIVE IMPORTANCE AND TRADE-OFFS. THE GOVERNMENT WILL BASE THE DETERMINATION OF BEST VALUE ON A COMPARATIVE ASSESSMENT OF THE OFFERORS' PRICES, PAST PERFORMANCE, AND THE OTHER EVALUATION FACTORS IDENTIFIED ELSEWHERE IN THIS SOLICITATION. THE DETERMINATION OF BEST VALUE ALSO CONSIDERS THE RELATIVE IMPORTANCE OF THE EVALUATION FACTORS. ALL EVALUATION FACTORS, WHEN COMBINED, ARE:
[ ] SIGNIFICANTLY MORE IMPORTANT THAN COST OR PRICE. AS OTHER EVALUATION FACTORS BECOME MORE EQUAL, THE EVALUATED COST OR PRICE BECOMES MORE IMPORTANT.
[X] APPROXIMATELY EQUAL TO COST OR PRICE; OR
[ ] SIGNIFICANTLY LESS IMPORTANT THAN COST OR PRICE. AS THE EVALUATED COST/PRICE BECOMES MORE EQUAL, RELATIVE IMPORTANCE OF ALL OTHER EVALUATION FACTORS BECOMES MORE SIGNIFICANT.

(E) PAST PERFORMANCE EVALUATION FACTORS. THE GOVERNMENT WILL USE THE PAST PERFORMANCE EVALUATION FACTORS MARKED BELOW IN ADDITION TO COST OR PRICE AND OTHER EVALUATION FACTORS SPECIFIED IN THE SOLICITATION. UNLESS INDICATED OTHERWISE, PAST PERFORMANCE IS SIGNIFICANTLY MORE IMPORTANT THAN OTHER NON-PRICE FACTORS. WITHIN THE PAST PERFORMANCE SUBFACTORS, SPRS ASSESSMENTS (AS APPLICABLE) WILL BE WEIGHED MOST HEAVILY. HISTORICAL QUALITY HISTORY AND DELIVERY SCHEDULE COMPLIANCE (NOT CAPTURED IN SPRS) WILL BE WEIGHED MORE HEAVILY THAN THE REMAINING PAST PERFORMANCE SUBFACTORS. ALL OTHER NON-PRICE EVALUATION FACTORS SPECIFIED IN THIS SOLICITATION WEIGH EQUALLY, UNLESS OTHERWISE INDICATED.

[X] SPRS ASSESSMENTS (PROC NOTE L08)
[ ] PPIRS-RC ASSESSMENTS
[ ] HISTORICAL QUALITY (NOT CAPTURED IN SPRS)
[ ] HISTORICAL DELIVERY SCHEDULE COMPLIANCE (NOT CAPTURED IN SPRS)
[ ] OTHER (SPECIFY):

(END OF NOTICE)

DAAN-15-02 OFFER SUBMISSION METHOD (MAY 2022)

OFFERS IN RESPONSE TO THIS SOLICITATION MAY BE SUBMITTED BY THE FOLLOWING METHOD(S) AS INDICATED BELOW, IN ACCORDANCE WITH FAR 15.208, SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS:

_____ MAIL TO BID ROOM:
_____ DLA AVIATION
MAIL ROOM, BLDG. 210
ATTN: BID CUSTODIAN
6900 STRATHMORE ROAD
RICHMOND, VA 23237-5002

_____ HAND-CARRY:
_____ DLA AVIATION
MAIL ROOM, BLDG. 210

CONTINUED ON NEXT PAGE

ATTN: BID CUSTODIAN
6900 STRATHMORE ROAD
RICHMOND, VA 23237-5002

_____ MAIL TO BUYER:
_____ ADDRESS LOCATED IN BLOCK 8 OF STANDARD FORM 33
ATTENTION: ____(INSERT BUYER NAME)_____
_____ ADDRESS LOCATED IN BLOCK 9 OF STANDARD FORM 1449
ATTENTION: ____(INSERT BUYER NAME)_____

__X__ UPLOAD PROPOSALS ON THE DLA INTERNET BID BOARD SYSTEM (DIBBS) AT: HTTPS://WWW.DIBBS.BSM.DLA.MIL

_____ FACSIMILE: IN ACCORDANCE WITH FAR 15.203(D)
_____ AVIATION BID CUSTODIAN: (804) 279-4165
_____ BUYER'S FACSIMILE: _____

__X__ E-MAIL:
_____ AVIATION BID CUSTODIAN: DSCR.BIDDESK@DLA.MIL
_____ DIRECTLY TO BUYER'S E-MAIL ADDRESS LOCATED IN BLOCK 10C OF STANDARD FORM 33
__X__ BUYER'S E-MAIL ADDRESS: __RYAN.LOEFFELHOLZ@DLA.MIL_____

NOTE: E-MAIL PROPOSALS MUST NOT EXCEED 15 MB. PROPOSALS GREATER THAN 15 MB MUST BE SUBMITTED USING MULTIPLE EMAILS.

_____ THE BULK OFFER ENTRY TOOL (OET):

A)USE OF THE BULK OET IS MANDATORY FOR THIS SOLICITATION. THE CURRENT VERSION OF THE BULK OET DOES NOT REPLACE THE BULK FUELS OFFER SUBMISSION PACKAGE (OSP) IN ITS ENTIRETY. USE OF THE BULK OET WILL ALLOW YOUR OFFER TO BE IMPORTED DIRECTLY INTO THE BULK BID EVALUATION MODEL (BEM). ADDITIONALLY, YOU WILL STILL NEED TO COMPLETE THE OSP AS PART OF YOUR OFFER AND ATTACH IT TO YOUR OET SUBMISSION. NOTE: PLEASE NOTE THAT ALL ATTACHMENTS WILL BE SUBJECT TO A TOTAL RESTRICTED SIZE OF 10 MB. PLEASE MAKE SURE THAT YOUR ATTACHMENT DOES NOT EXCEED 10 MB.
B)THE SF1449 MUST BE SIGNED AND SUBMITTED THROUGH THE OET TOOL.
C)IN ORDER TO UTILIZE THE BULK OET, YOU MUST FIRST ESTABLISH A BULK OET ACCOUNT USING THE DLA ACCOUNTS MANAGEMENT AND PROVISIONING SYSTEM (AMPS). YOU CAN ACCESS AMPS AT HTTPS://AMPS.DLA.MIL/OIM WHERE YOU CAN EITHER CREATE A NEW AMPS ACCOUNT OR LOG IN USING YOUR EXISTING ACCOUNT (YOU WILL BE ASKED TO PROVIDE YOUR CAGE CODE WHEN CREATING A NEW AMPS ACCOUNT). ONCE YOU HAVE ESTABLISHED AN ACCOUNT IN AMPS, YOU WILL NEED TO REQUEST THE FOLLOWING ROLE: "OET PROD – VENDOR OFFER SUBMISSION ROLE OET-105." TO SELECT THIS ROLE, YOU WILL FIRST CHOOSE 'ENERGY APPLICATIONS' THEN 'ENERGY OET' UNDER THE BROWSE ROLES BY APPLICATION TAB. WHEN APPLYING FOR THIS ROLE, PLEASE INCLUDE YOUR COMPANY NAME AND THE PURCHASE PROGRAMS YOU TYPICALLY OFFER UNDER IN THE NOTES OR COMMENTS SECTION OF THE APPLICATION. ALSO, WHEN APPLYING FOR BULK OET – YOU MUST INCLUDE EVERY CAGE CODE YOU INTEND TO USE TO SUBMIT OFFERS IN THE 'NOTES' SECTION OF THE INITIAL ROLE REQUEST. ONCE YOUR ROLE HAS BEEN APPROVED, YOU WILL BE PROVIDED WITH A USER NAME AND PASSWORD THAT CAN BE USED TO LOG INTO THE BULK FUELS OET AT: HTTPS://OFFERWIZARD.DLA.MIL/BULKOET/BULKOET.HTML. IF YOU EXPERIENCE DIFFICULTY IN ESTABLISHING AN ACCOUNT, YOU CAN CONTACT THE DLA ENERGY BULK TECHNICAL TEAM AT DESC.BTECHTEAM@DLA.MIL FOR ASSISTANCE.
_____ ADDITIONAL OFFER SUBMISSION INFORMATION:
_____
_____

NOTE: SUBMISSION METHODS OTHER THAN INDICATED ABOVE ARE NOT AUTHORIZED AT THIS TIME.
(END OF NOTICE)

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: 1650-00-692-7492

ITEM DESCRIPTION:

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

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

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

RD002, COVERED DEFENSE INFORMATION APPLIES

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ001: TAILORED HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND NON-MANUFACTURERS)

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

RQ017: PHYSICAL IDENTIFICATION/BARE ITEM MARKING

Item Unique Identification is not required by request of the Service customer. DFARS 252.211-7003(c)(1)(i) applies.

THIS MATERIAL DOES NOT HAVE A SHELF LIFE REQUIREMENT

SAMPLING:
THE SAMPLING METHOD SHALL BE IN ACCORDANCE WITH MIL-STD-1916 OR ASQ H1331, TABLE 1 OR A COMPARABLE ZERO BASED SAMPLING PLAN UNLESS OTHERWISE SPECIFIED BY THE CONTRACT. IF THE APPLICABLE DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES CRITICAL, MAJOR AND/OR MINOR ATTRIBUTES, THEY SHALL BE ASSIGNED VERIFICAITON LEVELS OF VII, IV AND II OR AQLS OF 0.1, 1.0 AND 4.0 RESPECTIVELY. UNSPECIFIED ATTRIBUTES SHALL BE CONSIDERED AS MAJOR UNLESS SAMPLING PLANS ARE SPECIFIED IN APPLICABLE DOCUMENTS. FOR MIL-STD-1916, THE MANUFACTURER MAY USE THE ATTRIBUTE OR VARIABLE INSPECTION METHOD AT THEIR OPTION OR PER THE CONTRACT. MIL-STD-105/ASQ Z1.4 MAY BE USED TO SET SAMPLE LOT SIZE, BUT ACCEPTANCE WOULD BE ZERO NON-CONFORMANCES IN THE SAMPLE LOT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.

A forging process was identified as a means to manufacture this item. Tooling is required to produce a forging. For sourcing, tooling, materials or other information, please contact the appropriate assistance team: (Aviation, C<(>&<)>E Supply Chains) https://www.dla.mil/Aviation/Offers/Engineering/Forging-and-Casting/; (Land & Maritime Supply Chains) DSCC.cast.forge@dla.mil.
RD004: Cybersecurity Maturity Model Certification (CMMC) Level 2 Self-Assessment
RD004: Cybersecurity Maturity Model Certification (CMMC) Level 2 Self-Assessment

CRITICAL APPLICATION ITEM

U D T, INC. 57547 P/N 9-67035-3
THE BOEING COMPANY 82918 P/N 9-67035-3

DLA issues this document using the DoD authorized unit of issue, please refer to the following URL to determine the corresponding ANSI X12 unit of issue.

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-692-7492 CONT'D

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1650-00-692-7492 HEAD,LINEAR ACTUATING CYLINDER	24.000	EA	$ _____	$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 365 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E
QUP:001 PRES MTHD:41 CLNG/DRY:1 PRESV MAT:ZZ
WRAP MAT:GB CUSH/DUNN MAT:BG CUSH/DUNN THKNESS:A
UNIT CONT:DA OPI:M
INTRMDTE CONT:EC INTRMDTE CONT QTY:012
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:00 -00 No special marking

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

PRESERVE IAW MIL-A-5503

PARCEL POST ADDRESS:

FOR TRANSPORTATION SEE DLAD DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION SEE DLAD PROC NOTE C20 AND CONTRACT

FREIGHT SHIPPING ADDRESS:

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	1000242556	0001	N/A	N/A	N/A	N/A

* * * *

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

C04 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.
(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes [ ] No [ ]
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes [ ] No [ ]
The material conforms to the revision letter/number, if any is cited. Yes [ ] No [ ] Unknown [ ]
If No, the revision does not affect form, fit, function, or interface. Yes[ ] No [ ] Unknown [ ]
The material was manufactured by:
(Name):
(Address):
(2) The offeror currently possesses the material: Yes [ ] No [ ]
If yes, the offeror purchased the material from a Government selling agency or other source. Yes [ ] No [ ]
If yes, complete the following:
Government Selling Agency:
Contract Number:
Contract Date: (Month, Year):
Other Source:
Address:
Date Acquired: (Month/Year):
(3) The material has been altered or modified. Yes [ ] No [ ]
If Yes, complete the following:
Name of the company that performed the alternation or modification
Address:
Complete description of the alternations or modifications:
(4) The material has been reconditioned. Yes [ ] No [ ]
If Yes, complete the following:
(i) The price offered includes the cost of reconditioning/refurbishment. Yes [ ] No [ ]
(ii) Name of the company that reconditioned that material
(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.
The material contains cure-dated components. Yes [ ] No [ ]
If Yes, complete the following:
(i)The price includes replacement of cure-dated components. Yes [ ] No [ ]
(ii) Cure date:
(5) The material has data plates attached. Yes [ ] No [ ]
If Yes, insert all information contained on the data plate:
(6)The offered material is in its original package. Yes [ ] No [ ]
If Yes, complete the following:
Contract Number:
NSN:
CAGE Code:
Part Number:
Other Markings/Data:
(7)The offeror has supplied this same material (National Stock Number) to the Government before. Yes [ ] No [ ]
If Yes, complete the following:
(i) The material being offered is from the same original Government contract number as that provided previously. Yes [ ] No [ ]
(ii) State below the Government Agency and contract number under which the material was previously provided:
Agency:
Contract Number:
(8)The material is manufactured in accordance with a specification or drawing. Yes [ ] No [ ]
If Yes, complete the following:
(i) The specification/drawing is in the possession of the offeror. Yes [ ] No [ ]
(ii) The offeror has stated the applicable information below: Yes [ ] No [ ]
Specification/Drawing Number:
Revision: (if any):
Date:
(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes [ ] No [ ]
If Yes, complete the following:
(i) Material has been re-preserved. Yes [ ] No [ ]

CONTINUED ON NEXT PAGE

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

(ii) Material has been repackaged. Yes [ ] No [ ]
(iii) Percentage of material that has been inspected is **%**; and/or
(iv) Number of items inspected is
(v) A written report was prepared. Yes [ ] No [ ]
The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation.
(i) Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
The offeror will forward to the contracting officer one of the following, within 24 hours of request by the contracting officer to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):
[ ] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.
[ ] For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
[ ] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note. Yes [ ] No [ ] .)
[ ] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:
This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.
If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted. In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

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

C01 SUPERSEDED PART NUMBERED ITEMS (FEB 2025)

C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)

C10 PLACEMENT OF TASK OR DELIVERY ORDERS AGAINST MULTIPLE INDEFINITE DELIVERY CONTRACTS (AUG 2017)

(1) In accordance with FAR 52.216-27, Single or Multiple Awards, the Government may elect to award multiple contracts under this solicitation. The Government will evaluate proposals in accordance with evaluation provisions in Section M of this solicitation. In the event of multiple awards, the Government will use the same evaluation criteria to determine which proposals represent the best value to the Government. The contracting officer has the discretion to determine the exact number of awards, considering the cost to the Government to administer multiple awards, the recurring nature of the requirement, the need to increase the active production base, and the benefits that may be achieved through continued competition.
(2) Task or delivery order placement procedure.
(a) In the event of multiple awards, the contracting officer will consider each awardee for placement of individual task or delivery orders unless an exception at FAR 16.505(b)(2) applies. However, awardees subject to testing and approval requirements (e.g., first article testing) are not eligible to receive orders until testing requirements are satisfactorily completed. Failure to successfully complete required testing will constitute grounds for contract termination for default by the Government.
(b) Unless stated otherwise in the contract or in the request for quotes for task or delivery orders under this contract, the following evaluation process will be used in awarding task or delivery orders. The criteria used for evaluating offers for task or delivery orders under this contract are price, past performance, and delivery. Price is of **APPROXIMATELY EQUAL** importance than or to the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, the contracting officer will consider delivery, quality of supplies or services furnished, and success in implementing any socioeconomic support programs that may be applicable to the contract.
(3) Task and delivery order ombudsman. In accordance with FAR 16.505(b)(8), the competition advocate will address complaints or questions regarding the placement of individual task or delivery orders. Address correspondence to the appropriate supply chain listed below:
For DLA Aviation:
DLA Aviation
Competition Advocate, BPP
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5124

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

For DLA Troop Support's construction and equipment, clothing and textile, subsistence, and medical supply chains:
DLA Troop Support
Competition Advocate, BPA
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096
For DLA Land and Maritime:
DLA Land and Maritime
Competition Advocate
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990

C20 VENDOR SHIPMENT MODULE (VSM) (MAY 2026)

C16 FIRST DESTINATION TRANSPORTATION PROGRAM, GOVERNMENT ARRANGED TRANSPORTATION FOR MANUAL AWARDS (AUG 2017)

C02 MANUFACTURING PHASE OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

Title	Number	Date	Tailoring
ISO	9001	2015	

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

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E05 PRODUCT VERIFICATION TESTING (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, “Product Verification Test Samples - Do Not Post to Stock," Contract Number [ ] and Lot/Item Number [ ]” adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or

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SECTION E - INSPECTION AND ACCEPTANCE (CONTINUED)

registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.
(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

SECTION F - DELIVERIES OR PERFORMANCE

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

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

52.247-29 F.O.B. ORIGIN (FEB 2006) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:
(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;
(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;
(iii) Size of container: ” (Length), × ” (Width), × ” (Height) = Cubic Ft;
(iv) Number of items per container each;
(v) Gross weight of container and contents Lbs;
(vi) Palletized/skidded [ ] Yes [ ] No;
(vii) Number of containers per pallet/skid ;
(viii) Weight of empty pallet bottom/skid and sides Lbs;
(ix) Size of pallet/skid and contents Lbs Cube ;
(x) Number of containers or pallets/skids per railcar *
(A) Size of railcar
(B) Type of railcar
(xi) Number of containers or pallets/skids per trailer *
(A) Size of trailer Ft
(B) Type of trailer
* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:
(i) Rate used in evaluation ;
(ii) Tender/Tariff ;
(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

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

As prescribed in 232.7004 (b), use the following clause:
(a) *Definitions.* As used in this clause -
Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.
Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.
Payment request and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
(c) *WAWF access.* To access WAWF, the Contractor shall -
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.
(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
(ii) For fixed price line items -
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

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

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

Routing Data Table *

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

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SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF	Guidance
Accept at Other DoDAAC		(If blank, see resulting award)
LPO DoDAAC		(If blank, see resulting award)
DCAA Auditor DoDAAC		(If blank, see resulting award)
Other DoDAAC(s)		(If blank, see resulting award)

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

See administer listed on page 1

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

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (JUN 2020) FAR

52.203-3 GRATUITIES (APR 1984) FAR

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION 2026-O0038) (FEB 2026) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION 2026-O0038) (FEB 2026) FAR

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

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

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

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

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

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

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

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

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

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

52.215-14 INTEGRITY OF UNIT PRICES - ALTERNATE I (OCT 1997) FAR

52.216-18 ORDERING (AUG 2020) FAR

As prescribed in 16.506(a), insert the following clause:
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **THE DATE OF AWARD** through **60 MONTHS THEREAFTER**.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

As prescribed in 16.506(b), insert a clause substantially the same as follows:
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **10** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of **40** [insert dollar figure or quantity];
(2) Any order for a combination of items in excess of **40** [insert dollar figure or quantity]; or
(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 16.505(e), insert the following clause:
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after **CONTRACT EXPIRATION DATE + DAYS TO DELIVERY OPEN ORDERS** *[insert date]*.
(End of clause)

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

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

52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 19.109(f)(1), insert the following clause:
(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.
(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in performing this contract, it will receive *[Contracting Officer to insert the appropriate number between 0 and 10]* percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (*e.g.*,a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations under this paragraph are unilateral decisions made solely at the discretion of the Government.
(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.4 of the Federal Acquisition Regulation.
(End of clause)

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

As prescribed in 19.101(a)(2)(iii)(A), insert the following clause:
(a) *Definitions*. As used in this clause --
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern --

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition --
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.
(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
(1) The Contractor represents that it **[]** is, **[]** is not a small business concern under *NAICS Code* assigned to *contract number* .
(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.*] The Contractor represents that it **[]** is, **[]** is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it **[]** is, **[]** is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it **[]** is, **[]** is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .]
(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it **[]** is, **[]** is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*]

(End of clause)

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

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

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

As prescribed in 219.811-3(2), use the following clause:
(a) Awards will only be made to small business concerns that are expressly certified by

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

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

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (DEVIATION 2026-O0038) (FEB 2026) FAR

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

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

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

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

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION 2026-O0038) (FEB 2026) FAR

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

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

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

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS

252.223-7009 PROHIBITION OF PROCUMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (MAR 2024) FAR

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

Standard Element ZB_225_7006 has no Title

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

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

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

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

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

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

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) FAR

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

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

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

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

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

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

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the contracting officer.

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

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

Alternate I As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) *Governmentwide exclusion and removal orders*.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders*:]

Yes **[]** No **[]** DHS FASCSA Order

Yes **[]** No **[]** DoD FASCSA Order

Yes **[]** No **[]** DNI FASCSA Order

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) DFARS

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

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

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

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

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

Standard Element ZB_240_7998 has no Title

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Standard Element ZB_240_7999 has no Title

52.242-13 BANKRUPTCY (JUL 1995) FAR

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

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

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

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

(Official's Name)

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

(End of clause)

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

(a)*Definitions.* As used in this clause --
Commercial product, *commercial service* and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) *2.101*.
Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b)To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(c)(1)The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:
(i)52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
(ii)52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
(iii)52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR 3.900(a).
(iv)52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
(v)52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
(vi)52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(vii)52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(viii)52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(ix)(A)52.204-30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) (Pub. L. 115 -390, title II).
(B)Alternate I (Dec 2023) of 52.204-30.
(x)52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract

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SECTION I - CONTRACT CLAUSES (CONTINUED)

award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(xi) [Reserved]
(xii) [Reserved]
(xiii)52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));
(xiv)52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).
(xv)52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
(xvi)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
(xvii)(A)52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
(B)Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).
(xviii)52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
(xix)52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
(xx)(A)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).
(B)Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
(xxi)52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxii)52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
(xxiii)52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxiv)52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(2)While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d)The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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

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

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

52.246-26 REPORTING NONCONFORMING ITEMS (AUG 2024) FAR

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) DFARS

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

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

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

As prescribed in 47.104-4, insert the following clause:

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the **DEFENSE LOGISTICS AGENCY** [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

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SECTION I - CONTRACT CLAUSES (CONTINUED)

Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. . This may be confirmed by contacting [Name and address of the contract administration office listed in the contract].

(End of clause)

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

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.
"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
"Supplies" means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
"U.S.-flag vessel" means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116..
(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --
(i) This contract is a construction contract; or
(ii) The supplies being transported are --
(A) Other than commercial products; or
(B) Commercial products that --
(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --
(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or
(2) U.S.-flag vessels are otherwise not available.
(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.
(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the carrier.
(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of DoD. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

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

(End of clause)

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

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

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

As prescribed in 52.107(b), insert the following clause:
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
FAR: https://www.acquisition.gov/?q=browsefar
DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) FAR

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

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

As prescribed in 204.1202, use the following provision:
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:
(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
[ ] (i) Paragraph (e) applies.
[ ] (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
[X] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
[ ] (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.
[ ] (iii) 252.225-7020, Trade Agreements Certificate.
[ ] Use with Alternate I.
[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.
[ ] (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.
[ ] Use with Alternate I.
[ ] Use with Alternate II.
[ ] Use with Alternate III.
[ ] Use with Alternate IV.
[ ] Use with Alternate V.
[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
[ ] (vii) 252.232-7015, Performance-Based Payments --Representation.
(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes,

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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

(End of provision)

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

As prescribed in 7.203 , insert the following provision:

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of provision)

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

As prescribed in 9.108-6(a), insert the following provision:

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION 2026-O0038) (FEB 2026) FAR

As prescribed in 9.104-7(a), insert the following provision:

(a)

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

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

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

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

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

(D) Have **[ ]**, have not **[ ]**, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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 **[ ]**, 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)

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

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

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

(End of provision)

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

As prescribed in 9.104-7(d), insert the following provision:
Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)
(a) The Government will not enter into a contract with any corporation that --
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that -
(1) It is **[ ]** is not **[ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is **[ ]** is not **[ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:
(a) Definitions. As used in this provision --
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --
(1) **[ ]** In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) **[ ]** Outside the United States.

(End of provision)

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

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

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is

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unknown, select “no”.

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
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(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).
Domestic end products containing a critical component or a critical item: Line Item Number _[List as necessary]

(End of provision)

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

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

Use the following provision in solicitations that include the clause at 252.225-7967:

(a) *Definitions*. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.

(b) *Representation*. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

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

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

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if --

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

agency rather than to the IRS.

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

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

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that --I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror shall select one*] from the excise tax.

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

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

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

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

(End of provision)

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

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

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

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

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable

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inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.
(End of provision)

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

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

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".
(c) *Representation.* The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

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

As prescribed in 240.270-6(b), use the following provision:
The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

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

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:
The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

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

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

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

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)

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

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

DLA Aviation, avnprocsysproceddiv@dla.mil, phone # 804-279-4026

L31 ADDITIVE MANUFACTURING (JUN 2018)

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

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

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

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

As prescribed in 16.105 , complete and insert the following provision:
The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.
(End of provision)

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

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR

L04 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.
Exact product –applies to contract line-item(s) (CLIN(s)):
CAGE code _ Part number
Alternate product - applies to CLIN(s):
CAGE code _ Part number
Superseding part number - applies to CLIN(s):
CAGE code _ Part number
Identify reason for superseding Part number:
Administrative P/N change only: Yes _ No
Minor change/No change in configuration: Yes _ No
Previously-approved product - applies to CLIN(s):
Contract or Solicitation Number:
CAGE code _ Part number
Correction to CAGE/Part Number - applies to CLIN(s)
CAGE code in error/same corporation, different division Yes _ No
CAGE code in error/sold to different corporation Yes _ No
Part number not recognized Yes _ No
Obsolete part number Yes _ No
Other Yes _ No
(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.
(1) An approved source offering its part number cited in the item description;
(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;
(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government.
(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.
(c) Alternate product.
(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:
(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;
(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;
(iii) An offeror of a reverse-engineered product that is not cited in the item description; or
(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.
(2) An offer of an alternate product is an alternate offer.
(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.
(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.
(f) Correction to CAGE/Part Number Cited in the Item Description

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

Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.
(g) Traceability documentation.
(1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.
(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.
(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.
(iv) Other verifiable information.
(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.
(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.
(h) Alternate offer data.
(1) The contracting officer may request drawings, specifications, or other data necessary to clearly describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.
(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/ reliability considerations have been analyzed.
(j) Evaluation of alternate offers
If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the national stock number (NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.
(1) For solicitation numbers beginning with SPE7:
DLA Land and Maritime
Directorate of Procurement Alternate offer monitor, BPP
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990
(2) For solicitation numbers beginning with SPE4:
DLA Aviation
Office of the Competition Advocate
Attention: BPC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5100
(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8:
DLA Troop Support
Attention: (see note below)
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096
Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:
SPE1 = Clothing and Textile (C&T)
SPE2 = Medical
SPE3 = Subsistence
SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)
SPE8 = Construction and Equipment (C&E)
(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:
Defense Logistics Agency - DLA Aviation
Office of the Competition Advocate
Building 5201
Redstone Arsenal, Alabama 35898

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

(5) For solicitation numbers beginning with SPRPA1:
DLA Philadelphia
Competition Advocate Office
700 Robbins Avenue Building 1
Philadelphia, Pennsylvania 19111-5098
(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:
Defense Logistics Agency
DLR Procurement Operations - ZG
6501 East Eleven Mile Road
Warren, Michigan 48397-5000
(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency
DLR Procurement Operations - ZL
6001 Combat Dr., Rm. C1-301
Aberdeen Proving Ground, MD 21005-1846

L06 AGENCY PROTESTS (DEC 2016)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

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

(End of provision)

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

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

(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 DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation Is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

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

M06 EVALUATION OF OFFERS OF ALTERNATE PRODUCT FOR PART NUMBERED ITEMS (SEP 2016)