

SOLICITATION, OFFER, AND AWARD		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING DO: A6	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER FA8213-26-R-3045	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER F2DCDE6118A001	
7. ISSUED BY DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING AFLCMC EBHK 6072 FIR AVENUE BLDG 1233 HILL AIR FORCE BASE UT 84056-5820 BUYER: Deric J Deede/EBHKC deric.deede@us.af.mil		8. ADDRESS OFFER TO (If other than item 7)			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until **2:00** local time **19-OCT-2026**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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 Deric J Deede	30 B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS deric.deede@us.af.mil
		AREA CODE (801)	NUMBER 777 -2867	EXTENSION

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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.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 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 NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
AUTHORIZED FOR LOCAL REPRODUCTION	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			
Previous editions of this form are obsolete.	AWARD (To be completed by Government)			
AREA CODE ()	NUMBER -	EXTENSION	Prescribed by GSA - FAR (48 CFR) 50.214 (c)	

18. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$	21. ACCOUNTING AND APPROPRIATION SEE SCHEDULE
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) SCD:B	25. PAYMENT WILL BE MADE BY (SEE ESP CLAUSE 252.232-7003.)	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

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

Bid A: DMCA and DFAS are required to withhold payment IAW DFARS 252.227-7030 until CDRL A001, A005, A006, and B001 have been delivered and/or approved by Hill AFB.

Bid B: DMCA and DFAS are required to withhold payment IAW DFARS 252.227-7030 until CDRL A001, A005, and A006 have been delivered and/or approved by Hill AFB.

Tank Assembly, Oxygen

Bid A - First Article Required

Item No.
0001

NSN: 1336-01-128-7253 ES
Tank Assembly, Oxygen
TANK ASSEMBLY, OXYGEN
Cartridge used in the Oxygen Tank assembly of the AGM-86 Cruise Missile
DODIC: KY93

<u>Manufacturer</u>	<u>Part Number</u>
05167	36200111
99221	2311368

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

Buy American Act/Balance of Payments Program

IUID Required: Yes

Physical Item Markings IAW CAD/PAD Item Marking Instructions version 1.6 dated 06 March 2023.

FIRST ARTICLE TEST PLAN

Bid A - First Article Required

Item No.
0001AA

Not Separately Priced

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
1	LO	NSP

SAME

Tank Assembly, Oxygen

FIRST ARTICLE TEST PLAN

Bid A - First Article Required

Same as basic item above

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

Required Delivery	Type / Ship To	Quantity (U/I)	*ARO Contract	—	Req No / Pri
	+ IAW1423	1 LO	*12 Months		
Proposed Delivery	Type / Ship To	Quantity (U/I)	*ARO Contract	—	Req No / Pri
	+ IAW1423	1 LO	*12 Months		

B001-FIRST ARTICLE TEST/INSPECTION PROCEDURES AND REPORT (FAT/IPR)

FIRST ARTICLE

Bid A - First Article Required

Item No.
0001AB

Not Separately Priced

Quantity	U/I	Unit Price
19	EA	NSP

SAME

Tank Assembly, Oxygen

Same as basic item above

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

Required Delivery	Type / Ship To	Quantity (U/I)	*ARO Contract	—	Req No / Pri
	+ IAW 260	19 EA	*12 Months		

FIRST ARTICLE

Bid A - First Article Required

Proposed
Delivery

+ IAW 260 19 EA

FIRST ARTICLE TEST/INSPECTION REPORT

Bid A - First Article Required

Item No.
0001AC

Not Separately Priced

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
1	LO	NSP

SAME

Tank Assembly, Oxygen

Same as basic item above

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

Required
Delivery

Type / Ship To	Quantity (U/I)	*ARO Contract	Req No / Pri
+ IAW1423	1 LO	*12 Months	

Proposed
Delivery

+ IAW1423 1 LO

B001 - FIRST ARTICLE TEST/INSPECTION PROCEDURES AND REPORT (FAT/IPR)

Tank Assembly, Oxygen

Bid A - First Article Required

Item No.
0001AD

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
107	EA		

SAME

Tank Assembly, Oxygen

Same as basic item above

Limitations of Liability: Other Than High Value Item

Tank Assembly, Oxygen

Bid A - First Article Required

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)
Title Number Date Tailoring
ISO 9001-2015 _ _ 9001:2015

☐ Transportation From Continental United States CONUS (CONUS) Sources
TYPE / SHIP TO CODE F.O.B.

	C FV2172		ORIGIN		
	Type / Ship To		PACRN	Mark For	
	C FV2172			09 ACCT	
	Type / Ship To	Quantity (U/I)	On or Before	_	Req No / Pri
Required Delivery	C FV2172	107 EA	31 OCT 2027		
Proposed Delivery	C FV2172	107 EA			

DCMA TAC: FMZG

DATA

Bid A - First Article Required

Item No.
0002

Not Separately Priced
Quantity U/I Unit Price
1 LO NSP

DATA
DATA
DATA IAW DD1423-1 ATTACHED EXHIBIT A

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

CDRLs included in this CLIN include the following:

A001-Ammunition Data Card (ADC)

A002-Engineering Change Proposal (ECP)

A003-Notice of Revision (NOR)
A004-Request for Variance (RFV)
A005-Lot Acceptance Test Plan
A006-Test/Inspection Report
A007-Failure Summary & Analysis Report
A008-Obsolescence Alert Notice
A009-Diminishing Manufacturing Sources and Material
Shortages (DMSMS) Health Assessment Report

Bid B - First Article NOT Required

Item No.
0003

NSN: 1336-01-128-7253 ES
Tank Assembly, Oxygen
TANK ASSEMBLY, OXYGEN
Cartridge used in the Oxygen Tank assembly of the AGM-86 Cruise Missile
DODIC: KY93

<u>Manufacturer</u>	<u>Part Number</u>
05167	36200111
99221	2311368

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

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

Physical Item Markings IAW CAD/PAD Item Marking Instructions version 1.6 dated 06 March 2023.

Tank Assembly, Oxygen

Bid B - First Article NOT Required

Item No.
0003AA

Tank Assembly, Oxygen

Bid B - First Article NOT Required

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
107	EA		

SAME

Tank Assembly, Oxygen

Same as basic item above

Limitations of Liability: Other Than High Value Item

Inspection: Origin

Acceptance: Origin

Inspection/Acceptance Report: Receiving Report Required

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title	Number	Date	Tailoring
ISO	9001-2015	— —	9001:2015

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE

F.O.B.

C FV2172

ORIGIN

Type / Ship To

PACRN

Mark For

C FV2172

09 ACCT

Type / Ship To

Quantity (U/I)

On or Before

—

Req No / Pri

Required
Delivery

C FV2172

107 EA

31 OCT 2027

Proposed
Delivery

C FV2172

107 EA

DCMA TAC: FMZG

DATA

Bid B - First Article NOT Required

Item No.

0004

Not Separately Priced

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>
1	LO	NSP

DATA

DATA

DATA IAW DD1423-1 ATTACHED EXHIBIT A

Limitations of Liability: Other Than High Value Item

DATA

Bid B - First Article NOT Required

Inspection: Origin
Acceptance: Origin
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Standard Inspection

CDRLs included in this CLIN include the following:

A001-Ammunition Data Card (ADC)

A002-Engineering Change Proposal (ECP)

A003-Notice of Revision (NOR)

A004-Request for Variance (RFV)

A005-Lot Acceptance Test Plan

A006-Test/Inspection Report

A007-Failure Summary & Analysis Report

A008-Obsolescence Alert Notice

A009-Diminishing Manufacturing Sources and Material

Shortages (DMSMS) Health Assessment Report

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: + IAW 260

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

TYPE/CODE: + IAW1423

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

TYPE/CODE: C FV2172

649 MUNS MXW
6024 PINE LANE
BLDG 1377 BAY 2
HILL AIR FORCE BASE UT 84056-5707
UNITED STATES

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

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO NO/ DEV NO	ALT CLAUSE TITLE	YEAR-MO	SECTION
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09	SEC I
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01	SEC I
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12	SEC I
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09	SEC K
252.204-7003	Control of Government Personnel Work Product.	1992-04	SEC I
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10	SEC K
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05	SEC I
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01	SEC I
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03	SEC L

252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-	SEC I	05
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor.	2018-	SEC L	
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-	SEC L	
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-	SEC I	
252.223-7002	Safety Precautions for Ammunition and Explosives.	2023-	SEC I	
252.223-7003	Change in Place of Performance--Ammunition and Explosives.	1991-	SEC F	
252.223-7008	Prohibition of Hexavalent Chromium.	2023-	SEC I	
252.225-7001	Buy American and Balance of Payments Program.	2024-	SEC I	
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-	SEC I	
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	2023-	SEC I	
252.225-7012	Preference for Certain Domestic Commodities.	2022-	SEC I	
252.225-7048	Export-Controlled Items.	2013-	SEC I	
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-	SEC K	
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-	SEC I	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-	SEC K	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-	SEC I	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-	SEC I	
252.226-7003	Drug-Free Work Force.	2024-	SEC I	
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-	SEC G	
252.232-7010	Levies on Contract Payments.	2006-	SEC I	
252.243-7001	Pricing of Contract Modifications.	1991-	SEC I	
252.243-7002	Requests for Equitable Adjustment.	2022-	SEC I	
252.247-7023	Transportation of Supplies by Sea.	2024-	SEC I	
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions.	2012-	SEC I	
52.202-1	Definitions.	2020-	SEC I	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-	SEC I	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-	SEC K	

52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	06	2020-	SEC I	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.		2017-	SEC L	01
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	01	2017-	SEC I	
52.203-3	Gratuities.	1984-	SEC I		
		04			
52.203-5	Covenant Against Contingent Fees.	2014-	SEC I		
		05			
52.203-6	Restrictions on Subcontractor Sales to the Government.	06	2020-	SEC I	
52.203-7	Anti-Kickback Procedures.	2020-	SEC I		
		06			
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	05	2014-	SEC I	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-00038)	02	2026-	SEC I	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-00038)	02	2026-	SEC I	
52.204-19	Incorporation by Reference of Representations and Certifications.	12	2014-	SEC I	
52.204-7	System for Award Management-Registration. (Deviation 2026-00038)	02	2026-	SEC L	
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-00038)	02	2026-	SEC I	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-00038)	02	2026-	SEC I	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-00038)				2026-02
	SEC I				
52.211-5	Material Requirements. (Deviation 2026-00038)	02	2026-	SEC I	
52.214-34	Submission of Offers in the English Language.	04	1991-	SEC L	
52.214-35	Submission of Offers in U.S. Currency.	04	1991-	SEC L	
52.217-2	Cancellation Under Multi-year Contracts.	10	1997-	SEC I	
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-00038)	02	2026-	SEC I	
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-00038)	02	2026-	SEC I	
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-00038)	02	2026-	SEC I	
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-00038)	02	2026-	SEC I	
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-00038)	03	2026-	SEC I	
52.222-3	Convict Labor. (Deviation 2026-00038)	02	2026-	SEC I	
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-00038)	02	2026-	SEC I	
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-00038)	02	2026-	SEC I	

52.222-37	Employment Reports on Veterans. (Deviation 2026-00038) 02	2026-	SEC I
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-00038) 02	2026-	SEC I
52.222-50	Combating Trafficking in Persons. (Deviation 2026-00038) 02	2026-	SEC I
52.222-54	Employment Eligibility Verification. (Deviation 2026-00038) 02	2026-	SEC I
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-00040, Revision 1) 04	2026-	SEC I
52.223-23	Sustainable Products. (Deviation 2026-00038) 02	2026-	SEC I
52.226-7	Drug-Free Workplace. 2024-05	2024-	SEC I
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving. 05	2024-	SEC I
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-00038) 02	2021-	SEC I
52.229-3	Federal, State, and Local Taxes. 02	2013-	SEC I
52.232-1	Payments. 1984-04	1984-	SEC I
52.232-17	Interest. 2014-05	2014-	SEC I
52.232-23	Assignment of Claims. 05	2014-	SEC I
52.232-25	Prompt Payment. 2017-01	2017-	SEC I
52.232-33	Payment by Electronic Funds Transfer-System for Award Management. 2018-10	2018-	SEC I
52.232-39	Unenforceability of Unauthorized Obligations. 06	2013-	SEC I
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. 03	2023-	SEC I
52.232-8	Discounts for Prompt Payment. 02	2002-	SEC I
52.233-2	Service of Protest. (Deviation 2026-00038) 02	2026-	SEC L
52.233-3	Protest after Award. (Deviation 2026-00038) 02	2026-	SEC I
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-00038) 02	2026-	SEC I
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038) 02	2026-	SEC K
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-00038) 02	2026-	SEC I
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-00038) 02	2026-	SEC I
52.242-13	Bankruptcy. 1995-07	1995-	SEC I
52.242-17	Government Delay of Work. 1984-04	1984-	SEC F
52.242-5	Payments to Small Business Subcontractors. 01	2017-	SEC I
52.243-1	Changes-Fixed-Price. (Deviation 2026-00038)	2026-	SEC I

02				
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-00038)	2026-04	SEC I	
52.246-16	Responsibility for Supplies.	1984-04	SEC E	
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08	SEC E	
52.246-23	Limitation of Liability.	1997-02	SEC I	
52.246-26	Reporting Nonconforming Items.	2024-08	SEC I	
52.247-29	F.o.b. Origin.	2006-02	SEC F	
52.247-30	F.o.b. Origin, Contractor's Facility.	2006-02	SEC F	
52.247-68	Report of Shipment (REPSHIP).	2006-02	SEC I	
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04	SEC I	
52.249-8	Default (Fixed-Price Supply and Service).	1984-04	SEC I	
52.232-11	Extras.	1984-04	SEC I	
52.242-15	Stop-Work Order.	1989-08	SEC F	
52.247-34	F.o.b. Destination.	1991-01	SEC F	
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments.	1984-04	SEC F	
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. 01	2023-01	SEC I	
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	2020-04	SEC I	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01	SEC I	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11	SEC I	
252.204-7022	Expediting Contract Closeout.	2021-05	SEC I	
252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program.	2019-05	SEC I	
52.211-15	Defense Priority and Allocation Requirements.	2008-04	SEC I	
52.215-2	Audit and Records-Negotiation. (Deviation 2026-00038)	2026-02	SEC I	
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-00038)	2026-02	SEC I	
52.215-14	Integrity of Unit Prices.	2021-11	SEC I	
252.219-7003	Small Business Subcontracting Plan (DoD Contracts).	2019-12	SEC I	
252.219-7003	ALT I Small Business Subcontracting Plan (DoD Contracts). (Alternate I)	2019-12	SEC I	
252.219-7004	Small Business Subcontracting Plan (Test Program).	2022-12	SEC I	

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-00038)	02	2026-	SEC I	
252.223-7009	Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations.		2024-	SEC I	02
52.224-3	Privacy Training.	2017-	SEC I		
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	01			
2018-12	SEC I				
252.225-7008	Restriction on Acquisition of Specialty Metals.	03	2013-	SEC I	
252.225-7013	Duty-Free Entry.	08	2025-	SEC I	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	05	2024-	SEC I	
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.		2023-	SEC I	01
52.227-1	Authorization and Consent.	06	2020-	SEC I	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	06	2020-	SEC I	
252.227-7030	Technical Data-Withholding of Payment.	03	2000-	SEC I	
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	10	2022-	SEC I	
52.232-18	Availability of Funds.	04	1984-	SEC I	
52.233-1	Disputes. (Deviation 2026-00038)	02	2026-	SEC I	
52.233-3 ALT I	Protest after Award. (Deviation 2026-00038) (Alternate I)	02	2026-	SEC I	
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	11	2023-	SEC I	
252.246-7003	Notification of Potential Safety Issues.	01	2023-	SEC I	
52.253-1	Computer Generated Forms. (Deviation 2026-00038)		2026-02	SEC I	
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	11	2023-	SEC L	
252.209-7011	Representation for Restriction on the Use of Certain Institutions of Higher Education.	08	2025-	SEC K	
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-00038)	02	2026-	SEC L	
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-00006, Revision 1)	02	2024-	SEC I	
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-00014)	08	2024-	SEC I	
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-00006, Revision 1)	03	2024-	SEC K	
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems-Representation. (DEVIATION 2024-00014)	08	2024-	SEC K	

CLAUSES IN FULL TEXT

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

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

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

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

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

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

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

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications

equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-
"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

- (1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-
 - (i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-
 - (A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and
 - (B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
 - (ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-
 - (A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and
 - (B) A corresponding affirmation of continuous compliance by an affirming official;
- (2) With regard to Final CMMC Status-
 - (i) Not older than 1 year for Final Level 1 (Self), with-
 - (A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and
 - (B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;
 - (ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-
 - (A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and
 - (B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
 - (iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-
 - (A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and
 - (B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
- (3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

- (1) Final Level 1 (Self).
- (2) Conditional Level 2 (Self).
- (3) Final Level 2 (Self).
- (4) Conditional Level 2 (C3PAO).
- (5) Final Level 2 (C3PAO).
- (6) Conditional Level 3 (DIBCAC).
- (7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

- (1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 (Self) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and
- (ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
- (2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
- (3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming

official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.204-7025 NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model

Certification unique identifier (CMMC UID)," "Federal contract information (FCI)," and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: CMMC Level 1 (Self) This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that

will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

- (i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and
- (ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
 - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items-
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF Pay Official DoDAAC
--------------------	--

Issue By DoDAAC	
-----------------	--

Admin DoDAAC	
--------------	--

Inspect By DoDAAC	
-------------------	--

Ship To Code	
--------------	--

Ship From Code	
----------------	--

Mark For Code	
---------------	--

Service Approver (DoDAAC)	
---------------------------	--

Service Acceptor (DoDAAC)	
---------------------------	--

Accept at Other DoDAAC	
------------------------	--

LPO DoDAAC	
------------	--

DCAA Auditor DoDAAC	
---------------------	--

Other DoDAAC(s)	
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(*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:

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

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

52.209-1 QUALIFICATION REQUIREMENTS (FEB 2026) (DEVIATION 2026-00038)

(a) Definition. As used in this clause-

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

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

(Name) (Address)

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

Offeror's Name Manufacturer's Name

Source's Name Item Name Service Identification
Test Number (to the extent known)

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

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

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

(End of clause)

52.216-1 TYPE OF CONTRACT (FEB 2026) (DEVIATION 2026-00038)

The Government contemplates award of a FFP

(End of provision)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-00038) (ALTERNATE I)

Alternate I (FEB 2026) (DEVIATION 2026-00038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

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

NAICS Code 325920 Small business concern (yes/no)

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

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. ISO 9001:2015

(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 instructions, documentation control, and advanced metrology.

(End of clause)

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

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 [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: 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)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov [Insert one or more Internet addresses]

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2)
- (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

(End of provision)

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

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

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

Offeror Recommendations

Item	Quantity	Price Quotation	Total
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(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)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-00038)

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

(b) Certification. [Offeror shall check either (1) or (2).] [] (1) The Offeror certifies that-

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its

arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report

provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-00038)

(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)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-00038)

(a) Definitions. As used in this clause-

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

Small business concern-

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether

affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern... 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... 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...

(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... 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) 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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-00038)

- (a) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.
- (b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.
☐ Offeror chooses to waive the evaluation preference.
- (c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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

(a) Definitions. As used in this provision-

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

Specified Federal procurement payment means any payment made pursuant to a contract with a

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

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

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

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

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

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

(1) It

☐ is

☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14

☐ a full exemption, or

☐ partial or no exemption [Offeror must select one] from the excise tax.

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling... For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) (DEVIATION 2026-00038)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

☐ Yes ☐ No

(End of provision)

52.230-7 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

☐ Yes
☐ No

If the offeror checked "Yes" above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- (a) The Contractor shall-
- (1) Certify any proposal to establish or modify final indirect cost rates;
 - (2) Use the format in paragraph (c) of this clause to certify; and
 - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

B. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

C. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: Signature:

Name of Certifying Official: Title:

Date of Execution:

(End of clause)

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

- (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and
- (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-

- (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or
- (ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

NSN: 1336015197203ES NSN: 1336015195719ES NSN: 1336015197200ES

(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

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

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
---	------------------

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
---	------------------

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number .

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

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

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of

U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

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

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

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

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

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

- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

at <http://dodprocurementtoolbox.com/site/uidregistry/>.

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-00038)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
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LI 0001 Cartridge, Impulse	1336011184637ES
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LI 0002 Cartridge, Guided Missile	1336015195719ES
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LI 0003 Cartridge, Impulse 1336015197200ES

LI 0004 None None

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph

(d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR

1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.") ACT Cartridge, Impulse

Cartridge, Guided Missile

Cartridge, Impulse

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (NOV 2023)

(a) Definition. As used in this clause-

"Arms, ammunition, and explosives (AA&E)," means those items within the scope of DoD Manual 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD Manual 5100.76 apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE NATIONAL STOCK NUMBER SENSITIVITY/ CATEGORY

(c) The Contractor shall comply with the requirements of DoD Manual 5100.76, as specified in the statement of work. The edition of DoD Manual 5100.76 in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Counterintelligence and Security Agency (DCSA) and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DCSA field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) Subcontracts. The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2026) (DEVIATION 2026-00038)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) Definitions.
Acquisition savings...

Collateral costs...

Collateral savings... Contracting office...
Contractor's development and implementation costs... Future unit cost reduction...
Government costs... Instant contract...
Instant unit cost reduction... Negative instant contract savings... Net acquisition savings...
Sharing base... Sharing period... Unit...
Value engineering change proposal (VECP)...

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause... The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement...
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted...
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP...
- (5) A description and estimate of costs the Government may incur in implementing the VECP...
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued...
- (8) Identification of any previous submissions of the VECP...

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer...

(e) Government action.

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days...
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing...
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification...

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below...

Contractor's Share of Net Acquisition Savings (Figure in Percent)

Contract Type Incentive (Voluntary) Program Requirement

(Mandatory)

Instant Contract		Instant Contract	
Rate Concurrent and Future Contract Rate		Instant Contract	
Rate Concurrent and Future Contract Rate			
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)		*50	*50
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

- (g) Calculating net acquisition savings....
- (h) Contract adjustment....
- (i) Concurrent and future contract savings....
- (j) Collateral savings....
- (k) Relationship to other incentives....
- (l) Subcontracts....

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data

if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data... (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

I have provided the next several clauses. As you can see with the Value Engineering clause, some are quite long, so I have summarized the definitions and sub-points to keep the response from being cut off, while still providing the main structure.

Please let me know when you are ready for the final part of the document.

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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 \$200,000 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.]

☐ (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, 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
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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)

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

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

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

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

(End of provision)

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

(a) Definition.

Forced or indentured child labor means all work or service-

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or

Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

(End of provision)

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

Any contract awarded as a result of this solicitation will be ☐ DX rated order;
☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

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

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

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

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

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

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

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

(End of provision)

52.247-56 TRANSIT ARRANGEMENTS (APR 1984)

The lowest appropriate common carrier transportation costs, including offeror's through transit rates and charges when applicable, from offeror's shipping points, via the transit point, to the ultimate destination will be used in evaluating offers.

Transit Point(s) Destination(s)

(End of clause)

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

SECTION J

LIST OF ATTACHMENTS

Form Number	Description/File Name	Date	Number of Pages
	1_AIR_SPEC.pdf		
	2_REPSHIP.pdf		
	3_ADC_SOW.docx		
	4_CADPAD_Item_Marking_Instruction.pdf		
	5_PHST_SOW.pdf		
	6_SPI_011287253.pdf		
	7_ES7034.docx		
	8_JQR.pdf		
	9_ID.pdf		
	10_EDL.pdf		
	11_CDRLS.pdf		
	FAT_260.pdf		

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0. GENERAL INSTRUCTIONS

1.1. This acquisition is limited to qualified sources: a qualification package is required for new sources. See RFO Clause 52.209-1 for qualification requirements. We will consider and evaluate proposals from non-qualified sources provided they submit a qualification package, but they must achieve qualification approval prior to contract award.

1.2. The Contracting Officer ("CO") has determined there is a probability of adequate price competition in this acquisition. Upon examination of the initial offers, the CO will review this determination, and if in the CO's opinion, adequate price competition exists, no additional cost and pricing data will be requested, including certified cost and pricing data. However, if at any time during this competition, the CO determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the CO to determine the price fair and reasonable.

2.0 SPECIFIC INSTRUCTIONS

2.1. Instructions to the Offerors (ITO):

This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offeror shall be compliant with the requirements as stated in this solicitation.

2.2. Include Sufficient Detail:

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

2.3. Proposal Acceptance and Validity Dates:

The proposal acceptance period is specified in Section A of the contract/solicitation. The offer shall make a clear statement in Section A of the proposal documentation that the proposal is valid until this date.

2.4 Electronic Version

The proposal's electronic copies shall be submitted in a format readable and searchable by Adobe Acrobat Professional, MS Office Word, MS Office Excel. Ensure all graphics generated in MS Office (including tables, charts, and graphs) in the proposal's electronic version are pasted into the proposal as MS Office objects to preserve searchability (do not paste as picture only). Ensure all formulas used are included in Excel spreadsheets.

3.0 GENERAL INFORMATION

3.1. Point of Contact:

The contracting officer (CO) and contract specialist (buyer) are the sole points of contact for this acquisition. Address any questions or concerns you may have to the CO and buyer.

3.2. Discrepancies:

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

3.3. Debriefings:

The CO will promptly notify offerors of any decision to exclude them from the competition IAW RFO Part 15 Procedures, whereupon offerors may request and receive a debriefing. Offerors desiring debriefing must make their request IAW the requirements of RFO Part 15.

4.0 EVALUTION CRITERIA

4.1. Factor 1 Technical

Subfactor 1 Qualified Vendor

The contractor must be a qualified vendor prior to contract award in order to be considered. See paragraph 1.1 above and the source qualification requirements referenced in Section J of the solicitation.

Subfactor 2 Schedule

Offerors must submit a project schedule demonstrating a clear understanding of project scope requirements, and a reasonable approach to contract execution. The schedule should strive for detail and completeness commensurate with the proposal stage, acknowledging that some level of refinement will occur during contract execution. The schedule shall include the following:

6. Work Breakdown Structure (WBS): A WBS shall be provided, breaking down the contract into manageable work packages. The WBS should be sufficiently hierarchical to provide insight into the major phases and key activities of the contract. The WBS should clearly identify the major deliverables and work packages (SOO, Section 4 paragraph B).
7. Milestones: Clearly defined milestones with specific completion criteria shall be identified for the major phases, key deliverables and logical progression of work (SOO, Section 4 paragraph B).
8. Task Durations: Realistic durations should be assigned to the identified tasks and work packages. Offerors should provide a basis for the estimated durations, such as historical data, industry best practices, or expert judgment. Detailed justifications for each individual task duration are not required at this stage, but a general rationale for the overall project timeline should be provided (SOO, Section 4 paragraph B).

The schedule shall be submitted in either Microsoft Excel (.xls, .xlsx), Word, PowerPoint or Project (.mpp) and contain no more than 10 pages.

4.2. Factor 2 Price Proposal

Completion of the RFP, Section B Schedule will represent the price proposal. Reasonableness IAW RFO 15.403-1(b) and 15.403-3(a), data other than certified cost or pricing data may be required within this volume to support a determination of price reasonableness. Data shall be provided IAW RFO 15.403. If, after proposal receipt, the PCO determines that there is insufficient data available to make this determination and none of the exceptions in RFO 15.403-2 apply, the offeror shall be required to submit additional cost or pricing data. Offers shall be sufficiently detailed to demonstrate they meet all cost and price criteria specified in Section M, where applicable. If only one offer is received, the Government will follow procedures found in R-DFARS 215.202-71.

5.0 CONTRACT DOCUMENTATION

5.1 Solicitation/Representation and Certifications:

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

Section A – Solicitation/Contract Form: Completion of blocks 13 and 27 of the SF1447. Signature by the offeror on the SF 1447 constitutes an offer, which the Government may accept.

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

Section F – Deliveries or Performance: Completion of Section B delivery requirements by providing an accurate, realistic delivery date for each CLIN/Sub-CLIN.

Section K – Complete Representations and Certifications

Section I – Contract Clauses: Complete all clauses requiring contractor fill-in.

5.2 Exceptions to Terms and Conditions:

Offerors are required to meet all solicitation requirements, including but not limited to, terms and conditions, representations and certifications, Statement of Objective requirements, in addition to those identified as evaluation factors. Failure to meet a requirement MAY result in an offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation.

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

SECTION M

EVALUATION FACTORS FOR AWARD

1.0 GENERAL INFORMATION

1.1 Basis for Contract Award:

This is a best value source selection conducted in accordance with Federal Acquisition Regulation Overhaul (RFO) 15.2, Evaluation and Award. The Government will select the best overall offer, based upon an integrated assessment of Technical/Technical Risk and Price. This acquisition will utilize qualified sources. A contract may be awarded to the offeror who is deemed responsible in accordance with the RFO, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government reserves the right to award without negotiations; therefore, each initial offer

should contain the offeror's best price. The government does however, reserve the right to conduct negotiations if determined necessary by the Contracting Officer.

1.2 Number of Contracts Awarded:

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

1.3 Correction Potential of Proposals:

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

1.4 Clarifications:

If, during the evaluation period, it is determined to be in the best interest of the Government may conduct clarifications IAW RFO 15.202(a)(2).

2.0 EVALUATION FACTORS AND METHODOLOGY

2.1. Evaluation Factors:

The following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.

Factor 1: Technical

Subfactor 1: Qualified Vendor

Subfactor 2: Schedule

Factor 2: Price

In accordance with RFO 15.104(d), all evaluation factors other than Cost/Price, when combined, are significantly more important than cost or price.

1. Technical Rating: The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirement. Subfactor 1 will receive an acceptable or unacceptable rating. Technical subfactor 2 will receive one of the color/adjectival ratings described in DoD Source Selection Procedures, Table 2A – Technical Rating Method, excerpted below. The technical ratings focus on the strengths and deficiencies of the offeror's proposal. The color/adjectival rating depicts how well the offeror's proposal meets the Technical subfactor requirements. Subfactor ratings shall not be rolled up into an overall color/adjectival rating for the Technical factor.

Subfactor 1

Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Subfactor 2

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet the requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

2. Technical Risk Rating. Assessment of technical risk considers the risk associated with the technical approach to meeting the requirement which is manifested by the identification of weaknesses. It considers the potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance.

Rating	Description – Technical Risk
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level

Factor 1 Technical

Subfactor 1: Qualified Vendor (Acceptable/Unacceptable)

The contractor must be a qualified source prior to the contract award in accordance with the source qualification requirements referenced in Section J of the solicitation. The government maintains a list of qualified vendors for this requirement. During the solicitation period, any potential offeror can contact the contracting officer to verify if it is on/not on the qualified vendors list. A copy of this confirmation email may be submitted with the offerors proposal but is not necessary.

A proposal will be considered technically acceptable if a potential offeror can demonstrate to the satisfaction of the contracting officer (or, in the case of a contract for the procurement of an aviation critical safety item, the head of the design control activity for such item) that the potential offeror or its product meets the standards established for qualification or CAN MEET SUCH STANDARDS BEFORE THE DATE SPECIFIED FOR AWARD OF THE CONTRACT." 10 USC 3243(c)(3) .

If all qualification steps are not completed and approved prior to time of award, then award of the contract will not be delayed, and an otherwise qualified vendor will receive the award.

Subfactor 2: Schedule (Trade-off)

This subfactor will be evaluated to the degree to which the schedule submitted by the contractor demonstrates a clear understanding of project scope requirements, a reasonable approach to project execution, and detail and completeness commensurate with the proposal stage.

The schedule must include a Work Breakdown Structure (WBS) which will be evaluated to the degree to which it shows manageable work packages, provides insight into major phases and key activities, and identifies major deliverables. (SOO Section 4, paragraph B)

The schedule must include clearly defined milestones which will be evaluated to the degree to which it shows the major phases, key deliverables and logical progression of work. (SOO Section 4, paragraph B)

The schedule must include task duration which will be evaluated for the degree to which it shows realistic durations for identified tasks and work packages. (SOO Section 4, paragraph B)

The submission must be readable by Microsoft Excel (.xls, .xlsx), Word, PowerPoint or Project (.mpp) format and contains no more than 10 pages.

Factor 2 Price Proposal

Completion of the RFP, Section B Schedule will represent the price proposal.

2.2. Evaluation Methodology:

Only qualified offerors will be considered for award. Then, technical and technical risk and then price will be evaluated.

The offeror's cost/price proposal will be evaluated for Reasonableness and Total Evaluated Price (TEP), including all prime and major subcontractors. The TEP will be a consideration in the best value tradeoff award decision. The Contract Line Item Number (CLIN) prices proposed used to calculate the TEP will become contractually binding.

1. Reasonableness

The offeror's price proposal will be evaluated, using one or more of the techniques defined in RFO 15.404, to determine if it is reasonable. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Reasonableness is established through adequate price competition, as described in RFO 15.403-2(c)(1) or through price and cost analysis.

2. Total Evaluated Price

The Government will use the total for all CLINs to evaluate price.