

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, and 27		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.			RATING DO: A1		PAGE OF		
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER SPRTA1-26-R-0428		5. SOLICITATION TYPE ☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		6. SOLICITATION ISSUE DATE 6 OCT 2026	
7. ISSUED BY DLA WEAPONS SUPPORT AT OKLAHOMA CIT DLR PROCUREMENT OPERATIONS (AO) 3001 STAFF DRIVE TINKER AFB OK 73145-3070 BUYER: James Headington/DLA/AOAA james.headington.1@us.af.mil Phone: (385) 591- 1663				CODE SPRTA1		8. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HISTORICALLY ☐ ELIGIBLE UNDER THE WOSB PROGRAM ☐ UNDERUTILIZED ☐ ECONOMICALLY DISADVANTAGED BUSINESS ZONE ☐ WOMEN-OWNED SMALL BUSINESS (EDWOSB) (HUBZone) SMALL BUSINESS NORTH AMERICAN INDUSTRY CLASSIFICATION ☐ SERVICE-DISABLED VETERAN- SYSTEM (NAICS): 336412 ☐ OWNED SMALL BUSINESS SIZE STANDARD: 1,500			
NO COLLECT CALLS				5-NOV-2026 3:00PM			LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL		
10. ITEMS TO BE PURCHASED (Brief Description) ☒ SUPPLIES ☐ SERVICES Aircraft Engine and Engine Parts Manufacturing									
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.					12. ADMINISTERED BY CODE _____ SCD:B				
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____			14. PAYMENT WILL BE MADE BY CODE _____ (SEE ESP CLAUSE 252.232-7003.)						
TELEPHONE NUMBER _____ ☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			UNIQUE ENTITY IDENTIFIER _____ SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14 EFT:T						
15. PROMPT PAYMENT DISCOUNT					16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 253 UNDER THE UNITED STATES CODE AT: () ()				
17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
FMS REQUIREMENT Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for <u>120</u> days. New Manufactured Materials / Critical Safety Item To be eligible for contract award, offerors must be approved sources, in accordance with the Qualification Requirements clause. Note that the Government is not required to delay contract award to review pending Source Approval Requests (SARs). Therefore, offerors are encouraged to submit the SAR as soon as possible. Due to export control restrictions, the Engineering Data List (EDL) and drawings can only be obtained through www.sam.gov via secure link to the solicitation notice for view only by vendors authorized to view export-controlled data. First Article (FAT) Testing is required for this requirement. See Section "L" & "M" for evaluation of offers. SEE LINE ITEM SCHEDULE Total									
23. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE							24. TOTAL AWARD AMOUNT (For Government Use Only) \$		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ☐ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION ☐ NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
27. SIGNATURE OF OFFEROR/CONTRACTOR					28. UNITED STATES OF AMERICA (Signature of Contracting Officer)				
NAME AND TITLE OF SIGNER (Type or Print)			DATE SIGNED		NAME OF CONTRACTING OFFICER			DATE SIGNED	

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

PRICING NOTE 1: In order to maintain unit price integrity, contractors must individually price Line Items individually or **clearly state that there is a "ZERO DOLLAR CHARGE"** for these items.

PRICING NOTE 2: The Government may accept BID A (FIRST ARTICLE REQUIRED) or BID B (FIRST ARTICLE NOT REQUIRED) depending upon which alternative is most advantageous to the Government, price and other factors considered. **DO NOT QUOTE BOTH BIDS**

PRICING NOTE 3: It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors will not be required to provide information necessary to determine price reasonableness. **However**, if after receipt of proposals it is determined that adequate price competition does not exist; cost or pricing data (see FAR 15.403) shall be required within 7 calendar days after receipt of the Government's request if applicable.

The Final fixed-quantity of this requirement is at the sole discretion of the Government and the Government reserves the right to award no contract at all depending on the quality and prices of proposal(s) received. The final buy quantity will be re-evaluated and determined upon receipt of proposal(s) and the closing date of the Solicitation.

PRICING NOTE 4: If certified cost and pricing data is required to determine a fair and reasonable price, the contractor will submit along with the proposal IAW 15-408 Table 15-2. If offeror does not comply with the requirement to submit data for a contract or subcontract in accordance IAW FAR 15.403-3(a)(4), and DFARS 252.215-7009 they will be considered ineligible for award

PRICING NOTE 5: Any NRE expenses shall be proposed separately. NRE expenses as defined by FAR 17.106-1(c)(2) shall be submitted at time of proposal submission. If offeror does not comply with a requirement to submit data for a contract or subcontract in accordance IAW FAR 15.403-3(a)(4), they will be considered ineligible for award.

PRICING NOTE 6: If uncertified cost and pricing data is required to determine a fair and reasonable price, the contractor will submit along with proposal submission IAW FAR 15-403-3. As specified in Section 808 of Public Law 105-261, an offeror who does not comply with a requirement to submit information for a contract or subcontract in accordance with paragraph (a)(1) of this subsection and Strom Thurmond Act is ineligible for award.

PRICING NOTE 7: The Government will not pay excessive pass-through charges IAW FAR 52.215-22. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

PRICING NOTE 8: Please include your company's Subcontracting Plan when submitting the proposal, if applicable

Informational CLIN

Item No.
0001

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>
50	EA

NSN: 2915-01-550-3637 NZ

INJECTOR ASSEMBLY,F

Atomizes fuel for augments module afterburner operation.

High strength nickel cobalt alloy

Manufacturer

52661

65065

Associated Document(s)

FD20302402106

Part Number

4081806

4081806

Line Item(s)

0001

Informational CLIN

Priority: R
Applicability: None ;

Government or Commercial Surplus Acceptable
Buy American Act/Balance of Payments Program
IUID Required: Yes
Physical Item Markings:
Class I ODS Substance
None

Application/Use
None

Quantity
None

FIRST ARTICLE TEST PLAN

Bid A - First Article Required

Item No.
0001AA

Firm Fixed Price

<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1	LO		Not Separately Priced

CLIN	ACRN	ACRN Total
0001AA	AA	

First Article Test Plan
First Article Test Plan IAW DD Form 1423
9999DTH2500D5
Associated Document(s) Line Item(s)
FD20302402106 0004

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

☐ Transportation From Continental United States CONUS (CONUS) Sources

TYPE / SHIP TO CODE

F.O.B.

B FA8111

ORIGIN

Type / Ship To

PACRN

Mark For

B FA8111

PAB

First Article Monitor

Type / Ship To

Quantity (U/I)

Req No / Pri

Required
Delivery

B FA8111

1 LO

*30 Calendar Days

Non-MilStrip

Proposed
Delivery

B FA8111

1 LO

NOTE: DO NOT proceed with line items 0001AB and 0001AC until the First Article Test Plan has been reviewed by the Engineering Activity. Estimated approval/disapproval time is 45 days.

NOTE: Contractor First Article Test Plan IAW DD 1423-1, attached hereto.

FIRST ARTICLE TEST REPORT

Bid A - First Article Required

Item No.
0001AB

Firm Fixed Price

Quantity U/I Unit Price
1 LO

Amount
Not Separately Priced

CLIN **ACRN** **ACRN Total**
0001AB AA
First Article Test Report
TEST REPORT IN ACCORDANCE WITH DD FORM 1423, ATTACHED HERETO.
9999DTH2500D7
Associated Document(s) **Line Item(s)**
FD20302402106 0005
Priority: R

Limitations of Liability: Other Than High Value Item

Inspection: Origin
Acceptance: Destination
Inspection/Acceptance Report: Receiving Report Required
Quality Assurance: Higher Level Contract Quality Requirements
The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)
Title **Number** **Date** **Tailoring**
ISO 9001-2015 2008

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

	Type / Ship To	Quantity (U/I)	ORIGIN PACRN PAB	Mark For First Article Monitor	Req No / Pri
Required Delivery	B FA8111	1 LO			
	B FA8111	1 LO		*120 Calendar Days	Non-MilStrip
Proposed Delivery	B FA8111	1 LO			

NOTE: Contractor First Article Test Report IAW DD 1423-1, attached hereto.

BID A-FIRST ARTICLE REQUIRED (DESTRUCTIVE EXHIBIT)

Bid A - First Article Required

Item No.
0001AC

Firm Fixed Price

Quantity U/I Unit Price
1 EA

Amount

BID A-FIRST ARTICLE REQUIRED (DESTRUCTIVE EXHIBIT)

Bid A - First Article Required

CLIN	ACRN	ACRN Total
0001AC	AA	
First Article - First Article to Be Destroyed		
AUGMENTOR NOZZLE SE		

Note: This item will ship in place at the contractor's facility and will be held until the First Article Test Report is approved and the QAR has signed the WAWF receiving report confirming the first article has been accepted and can be invoiced for payment.

Note: This First Article is one of the requirements set forth in FAR Clause 52.209-3.

Note: The contractor may present this first article exhibit to the Government Quality Assurance Representative (QAR) for inspection and acceptance when the contractor has received the First Article Test Report Approval Modification from the Government Contracting Officer.

Associated Document(s)	Line Item(s)
FD20302402106	0003
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
ISO	9001-2008
	Date
	2008
	Tailoring

Foreign Military Sales :FMS Case:

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

TYPE / SHIP TO CODE

F.O.B.

B FA8111

ORIGIN

Type / Ship To

PACRN

Mark For

B FA8111

PAB

FIRST ARTICLE MONITOR

Type / Ship To

Quantity (U/I)

Req No / Pri

**Required
Delivery**

B FA8111

1 EA

*120 Calendar Days

Non-MilStrip

**Proposed
Delivery**

B FA8111

1 EA

NOTE: The first article exhibit shall be destructively tested/evaluated IAW LPF-QAR-003 (attached hereto) and will be condemned and disposed of at the contractor's facility.

BID-A FIRST ARTICLE REQUIRED (NON-DESTRUCTIVE EXHIBITS)

Bid A - First Article Required

Item No.
0001AD

Firm Fixed Price

Quantity

U/I

Unit Price

Amount

2

EA

CLIN

ACRN

ACRN Total

BID-A FIRST ARTICLE REQUIRED (NON-DESTRUCTIVE EXHIBITS)

Bid A - First Article Required

0001AD AA
First Article - Exhibits for Non-Destructive Testing
AUGMENTOR NOZZLE SE

NOTE: These First Article exhibits are the remaining two first articles required by FAR Clause 52.209-3. Do not ship these exhibits with the First Article Test Report. These two exhibits may be presented to the Government QAR for Inspection and Acceptance when the Contractor has received the First Article Test Report Approval Modification from the Government Contracting Officer.

Associated Document(s) Line Item(s)
FD20302402106 0002
Priority: R

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 9001-2008 2008

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

	* DIS002		ORIGIN	
	Type / Ship To		PACRN	Mark For
	* DIS002		PAB	ACCT 09
	Type / Ship To	Quantity (U/I)		Req No / Pri
Required Delivery	* DIS002	2 EA	31 OCT 2027	Non-MilStrip
Proposed Delivery	* DIS002	2 EA		

NOTE 1: The quantity of First Article exhibits for Line Item 0001AD may be considered part of the contract quantity if the First Articles on Line Item 0001AC are approved by the Government as required by FAR Clause 52.209-3.

NOTE 2: These items will ship in place at the contractor's facility and will be held until the First Article Test Report has been reviewed and approved and the Government Quality Assurance (QAR) has signed the WAWF receiving report confirming the First Articles have been accepted and can be invoiced for payment. This note refers to the "TYPE/SHIP TO" block of this item number and the data associated with the block.

NOTE 3: The contractor may present these First Article exhibits to the QAR for inspection and acceptance when the contractor has received the First Article Test Report Approval Modification data associated with that block.

NOTE 4: The First Articles offered must be manufactured at the facilities in which those items are to be produced under the contract ,or if the First Articles are a component not manufactured by the contractor, such component must be manufactured at the facilities in which the component is to be

produced for the contract. A certification to this effect must accompany each First Article which is offered.

NOTE 5: The contractor SHALL NOT take any action on Line Item 0001AE until approval/disapproval is received for the First Article Units required in above line items.

BID-A FIRST ARTICLE REQUIRED (PRODUCTION ITEMS)

Bid A - First Article Required

Item No.
0001AE

Firm Fixed Price			
<u>Best Estimated U/I</u>	<u>Unit Price</u>		<u>Amount</u>
<u>Qty</u>			
48	EA		

CLIN	ACRN	ACRN Total
0001AE	AA	
Production Article		
PRODUCTION ARTICLE - SAME AS BASIC ITEM ABOVE		
Associated Document(s)	Line Item(s)	
FD20302402106	0001	

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	9001-2008	2008	

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

	* DIS002	ORIGIN	
	Type / Ship To	PACRN	Mark For
	* DIS002	PAB	ACCT 09
	Type / Ship To	Quantity (U/I)	Req No / Pri
Required Delivery	* DIS002	48 EA	31 OCT 2027
			Non-MilStrip
Proposed Delivery	* DIS002	48 EA	

INSPECTION AND ACCEPTANCE REPORTS WILL BE SUBMITTED USING WIDE AREA WORKFLOW (WAWF) .

NOTE: If the First Article units for Line Item 0001AD are approved by the Government, then 2 each will become a part of production for Line Item 0001AE and combine to make the current required quantity of 50 each.

BID B-FIRST ARTICLE NOT REQUIRED (PRODUCTION ITEMS)

Bid B- First Article Not Required

Item No.
0001AF

Firm Fixed Price

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

CLIN	ACRN	ACRN Total
0001AF	AA	

Production Article

PRODUCTION ARTICLE - SAME AS BASIC ITEM ABOVE

Associated Document(s)	Line Item(s)
FD20302402106	0001

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	9001-2008	2008	

☐ Transportation From Continental United States CONUS (CONUS) Sources

<u>TYPE / SHIP TO CODE</u>	<u>F.O.B.</u>
----------------------------	---------------

* DIS002

ORIGIN

Type / Ship To

PACRN

Mark For

* DIS002

PAB

ACCT 09

Type / Ship To

Quantity (U/I)

Req No / Pri

Required
Delivery

* DIS002

50 EA

31 OCT 2027

Non-MilStrip

Proposed
Delivery

* DIS002

50 EA

INSPECTION AND ACCEPTANCE REPORTS WILL BE SUBMITTED USING WIDE AREA WORKFLOW (WAWF) .

TAC: DFMS

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: B FA8111

DEPARTMENT OF THE AIR FORCE
AFLCMC/LZPED SO-TINKER
3001 STAFF DR STE 1AF1 105A
ATTN: FIRST ARTICLE MONITOR
TINKER AFB 405 736-7455 OK 73145-3303

MARK FOR: (See Individual Line Item)

REQUISITION NUMBER: (See Individual Line Item)

REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

SHIP TO (FOREIGN MILITARY SALES)

TYPE/CODE: * DIS002

SUPPLEMENTAL ADDRESS CODE: DA2REF
FMS CASE CODE/LOA: IS-D-REF/001
MAPAC SHIP TO CODE: DIS002
MAPAC MARK FOR: DISB00

REQUISITION NUMBER: (See Individual Line Item)

REQUISITION PRIORITY: (See Individual Line Item)

AWARD NUMBER:

SAMIS FMS REQUISITION: DISB5N32971375, FMS LOA IS-D-REF/001

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

FIRST ARTICLE TEST, CERTIFICATION AND DISPOSITION REQUIREMENTS (FEB 1998)
(IAW FAR 9.308-2)

Test criteria are as follows:

Lot/Item	Government Test/Inspection Requirements
	N/A

Lot/Item	Contractor Test/Inspection Requirements
0001	See Below

- Identified in drawing Part Number 4081806, subteir drawings (if an assembly), and specifications identified.

NOTE1: First Article testing requirements shall be per LPF-QAR-003 and the following:

All three first articles shall be inspected in accordance with the requirements of paragraphs 3.1, 3.2, 3.3, 3.4, and 3.5 of LPF-QAR-003.

The assembly detail part numbers (if an assembly), shall be inspected per paragraphs 3.1, 3.2, 3.3, 3.4, and 3.5 of LPF-QAR - 003 prior to assembly."

After completion of inspections per 9.B.a above, one article shall be destructively tested/ evaluated in accordance with the requirements of paragraph 3.6 of LPF-QAR-003.

NOTE 2: Deliveries (FAT test plan and Reports) are preferably submitted on ISO-10149 compliant CD-ROM in Adobe Acrobat Portable Document Format.

DD Form 1423 ELIN:
Deliver due 45 calendar days from date of contract

28.DD Form 1423 ELIN:
29.Due 60 calendar days from date of contract

Forwarded To: AFLCMC/EZGED
DODAAC: FA8111
ATTN: FIRST ARTICLE MONITOR
3001 STAFF DRIVE, STE 1AF1 105A
TINKER AFB, OK 73145-3303

NOTE 3: First Article Quantity is 3 parts:
2 parts will be part of production quantity
1 part will be in addition to production quantity

NOTE 4: Disposition of First Articles: Destructively tested First Articles will be condemned and disposed of at vendor's facility.

NOTE 5: The cognizant Government engineering authority shall be the final authority for determining if a contractor meets the conditions of waiver identified. First Article testing is waived if the offeror is the prime contractor OEM, Pratt & Whitney.

Note 6: This a critical part used in the F100 series turbine engine. Poor quality parts will have an adverse effect on mission capability and system safety. For this reason, First Article Testing is required to insure first time manufacturers or manufacturers that have not produced the item within three years manufacture parts in accordance with the drawing and specification requirements.

Disposition of the First Article shall be as follows:

Lot/Item	Approved
0001AC	Expend in Testing
0001AD	Returned to Contractor for Shipment with Production Item(s)

Lot/Item	Disapproved
0001AC	Returned to Contractor
0001AD	Returned to Contractor

(The above Clause/Provision has been modified.)

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

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

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

	Title	Number	Date	Tailoring
*See Individual Line Item Schedule				

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

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

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

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

- 52.211-17** **DELIVERY OF EXCESS QUANTITIES** (SEP 1989)
(IAW FAR 11.703(b))
- 52.242-15** **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))
- 52.242-17** **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))
- 52.247-30** **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))
- 52.247-65** **F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS** (JAN 1991)
(IAW FAR 47.303-17(f))
- F.O.B. ORIGIN** (OCT 1993)
(IAW FAR 47.305(b))

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

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(iii))

(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.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and re(a)

Definitions. As used in this clause—

ceiving reports, as authorized by 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 Central Contractor Registration at <https://www.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

SEE DFARS CLAUSE 252.232-7003 (b)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

SEE SCHEDULE, SECTION B

(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	SEE FRONT PAGE OF SOLICITATION
Issue By DoDAAC	SEE FRONT PAGE OF SOLICITATION
Admin DoDAAC	SEE FRONT PAGE OF SOLICITATION
Inspect By DoDAAC	SEE SCHEDULE SECTION B
Ship To Code	SEE SCHEDULE SECTION B
Ship From Code	SEE SCHEDULE SECTION B
Mark For Code	SEE SCHEDULE SECTION B
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	SEE SCHEDULE SECTION E
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	CONTACT LOCAL DCMA OFFICE
Other DoDAAC(s)	N/A

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

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

SEE FRONT PAGE OF SOLICITATION

(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.

CONTACT LOCAL DCMA OFFICE

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

(The above Clause/Provision has been modified.)

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

5352.201-9101

OMBUDSMAN (JUN 2023)
(IAW DAFFARS 5301.9103)

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

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

(c) The Competition Advocate (CA) at each contracting activity/office (as defined in DLAD 2.101) shall act as the ombudsman and attempt to resolve contractor complaints. DLA AVIATION – AOCA's CA/ombudsman can be reached at 385-591-1672, facsimile (405) 734-8129. Complaints which cannot be resolved shall be forwarded to the HQ through J-72 for resolution by the DLA competition advocate. Each activity is responsible for developing procedures for executing the duties and responsibilities of its local ombudsman.

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

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

(The above Clause/Provision has been modified.)

52.202-1	DEFINITIONS (JUN 2020) (IAW FAR 2.201)
52.203-3	GRATUITIES (APR 1984) (IAW FAR 3.202)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014) (IAW FAR 3.404)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (IAW FAR 3.503-2)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020) (IAW FAR 3.502-3)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (IAW FAR 3.808(b))
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023) (IAW FAR 3.906)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) (IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (JAN 2023) (IAW DFARS 203.570-3)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) (IAW DFARS 203.970)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (IAW FAR 4.1403(a))
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (IAW FAR 4.1105(b))

- 52.204-18** **COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE** (AUG 2020)
(IAW FAR 4.1804(c), FAR 12.301(d))
- 52.204-19** **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS**
(DEC 2014)
(IAW FAR 4.1202(b))
- 52.204-21** **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**
(NOV 2021)
(IAW FAR 4.1903)
- 52.204-23** **PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES
DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES** (DEC 2023)
(IAW FAR 4.2004)
- 52.204-25** **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (NOV 2021)
(IAW 4.2105(b))
- 52.204-27** **PROHIBITION ON A BYTEDANCE COVERED APPLICATION** (JUN 2023)
(IAW FAR 4.2203)
- 52.204-30** **FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS- PROHIBITION**
(DEC 2023)
(IAW FAR 4.2306(c))
- 252.204-7003** **CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT** (APR 1992)
(IAW DFARS 204.404-70(b))
- 252.204-7012** **SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT
REPORTING DEVIATION 2024-O0013, REVISION 1** (MAY 2024)
(IAW Class Deviation 2024-O0013 Rev. 1)
- 252.204-7015** **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION
SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))
- 252.204-7018** **PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE
TELECOMMUNICATIONS EQUIPMENT OR SERVICES** (JAN 2023)
(IAW DFARS 204.2105(c))
- 252.204-7020** **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

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

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

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

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

252.208-7000

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)
(IAW DFARS 208.7305(a))

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

52.209-1

QUALIFICATION REQUIREMENTS (FEB 1995)
(IAW FAR 9.206-2)

(a) *Definition:* "Qualification Requirement," as used in this clause, 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, 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.

Item No	Agency Name/Address
	<u>AFSC Small Business Office (AFSC/SB)</u> 3001 Staff Drive Suite 1AG85A Tinker AFB OK 73145-3009 Email: afsc.sb.workflow@us.af.mil Email: jenise.lucero.1.ctr@us.af.mil Email: Cory.Wilson.1@us.af.mil

(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 shall 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.

(The above Clause/Provision has been modified.)

52.209-3

FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(IAW FAR 9.308-1(a)(1), FAR 9.308-1(b)(1))

(a) The Contractor shall test ** unit(s) of Lot/Item * as specified in this contract. At least *** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

*Lot/Item	***Calendar Days Before Test	**Quantity
0001AC	10 days	3 ea.
0001AD		

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to *** marked "FIRST ARTICLE TEST REPORT: Contract No. _____ Lot/Item No. * " Within **** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

*Lot/Item	****Approval Days	ELIN No.
0001AB	60 Days	

FA Test Report Item	***Type/Location	**Calendar Days
0001AB	FA8111	120 Days

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

Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

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

(The above Clause/Provision has been modified.)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING -- ALTERNATE I (JAN 1997)

(IAW FAR 9.308-1(a)(2), FAR 9.308-1(b)(2))

As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:

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

(The above Clause/Provision has been modified.)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING -- ALTERNATE II (SEP 1989)

(IAW FAR 9.308-1(a)(3), FAR 9.308-1(b)(3))

As prescribed in 9.308-1(a)(3) and (b)(3), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(The above Clause/Provision has been modified.)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY (JAN 2025)

(IAW FAR 9.409)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(IAW FAR 9.104-7(c))

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

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

252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)
(IAW DFARS 209.270-5)

(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:

Line Item	Description
0001	INJECTOR ASSEMBLY,F

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/> .

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(IAW FAR 15.209(b)(1))

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(IAW FAR 15.209(h))

52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)
(IAW FAR 15.408(f)(1))

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
(IAW FAR 19.1309(b))

(b) *Waiver of evaluation preference.*

___ Offeror elects to waive the evaluation preference.

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)
(IAW FAR 19.708(b))

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN -- ALTERNATE II (NOV 2016)
(IAW FAR 19.708(b)(1)(ii))

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)
(IAW FAR 19.708(b)(2))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

252.219-7003 **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)** (DEC 2019)
(IAW DFARS 219.708(b)(1)(A), DFARS 219.708(b)(1)(A)(1))

252.219-7003 **SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)--ALTERNATE I**
(DEC 2019)
(IAW DFARS 219.708(b)(1)(A)(2), DFARS 219.708(b)(1)(A)(1))

252.219-7004 **SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)** (DEC 2022)
(IAW DFARS 219.708(b)(1)(B))

52.222-19 **CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES** (JAN 2025)
(IAW FAR 22.1505(b))

52.222-20 **CONTRACTS FOR MATERIALS, ARTICLES, AND EQUIPMENT** (JUN 2020)
(IAW FAR 22.610)

52.222-21 **PROHIBITION OF SEGREGATED FACILITIES** (APR 2015)
(IAW FAR 22.810(a)(1))

52.222-26 **EQUAL OPPORTUNITY** (SEP 2016)
(IAW FAR 22.810(e))

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

52.222-35 **EQUAL OPPORTUNITY FOR VETERANS** (JUN 2020)
(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

52.222-36 **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES** (JUN 2020)
(IAW FAR 22.1408(a))

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 **EMPLOYMENT REPORTS ON VETERANS** (JUN 2020)
(IAW FAR 22.1310(b))

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

52.222-50 **COMBATING TRAFFICKING IN PERSONS** (OCT 2025)
(IAW FAR 22.1705(a)(1))

52.222-54 **EMPLOYMENT ELIGIBILITY VERIFICATION** (JAN 2025)
(IAW FAR 22.1803)

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.

**52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL
HYDROFLUOROCARBONS (MAY 2024)**
(IAW FAR 23.109(d)(1))

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<https://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning
Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment
by destroying ozone in the upper atmosphere.
* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <https://www.epa.gov/snap/>.

52.223-20 AEROSOLS (MAY 2024)
(IAW FAR 23.109(d)(3))

52.223-21 FOAMS (MAY 2024)
(IAW FAR 23.109(d)(4))

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

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

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

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)
(JUN 2024)
(IAW DAFFARS 5323.804-90)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

(b) For the purposes of Department of the Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Department of the Air Force definition of a Class I ODS.]

52.224-3	PRIVACY TRAINING (JAN 2017) (IAW FAR 24.302(a))
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (IAW FAR 25.1103(a))
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024) (IAW DFARS 225.1101(2)(i) and (2)(ii))
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) (IAW DFARS 225.1101(3))
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) (IAW DFARS 225.7003-5(a)(1), DFARS 212.301(f)(xxiv))
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) (IAW DFARS 225.7003-5(a)(2), DFARS 212.301(f)(xxv))
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) (IAW DFARS 225.7002-3(a))
252.225-7013	DUTY-FREE ENTRY (AUG 2025) (IAW DFARS 225.1101(4))
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023) (IAW DFARS 225.7009-5)
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (IAW DFARS 225.7307(a)) (b) (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (IAW DFARS 225.7300, DFARS 225.7307(b))
252.225-7048	EXPORT-CONTROLLED ITEMS (JUN 2013) (IAW DFARS 225.7901-4)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) (IAW DFARS 225.7018-5)
252.225-7061	RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS (JAN 2023) (IAW DFARS 225.7023-4)
252.225-7967	PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (DEVIATION 2024-O0006, REVISION 1) (FEB 2024) (FEB 2024) (IAW CLASS DEVIATION 2024-O0006, REVISION 1)

252.225-7972

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

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

Covered foreign country means any of the following:

- (1) The People's Republic of China.
- (2) The Russian Federation.
- (3) The Islamic Republic of Iran.
- (4) The Democratic People's Republic of Korea.

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

- (1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that—
 - (i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
 - (iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
- (2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
- (3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from—
 - (i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
 - (ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (<https://www.trade.gov/consolidated-screening-list>); or
 - (iii) Any entity that produces or provides unmanned aircraft systems and—
 - (A) Is domiciled in a covered foreign country; or
 - (B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.

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

(End of clause)

52.226-7

DRUG-FREE WORKPLACE (MAY 2024)
(IAW FAR 26.506)

52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) (IAW FAR 26.605)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023) (IAW DFARS 226.104)
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020) (IAW FAR 27.201-2(a)(1))
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (IAW FAR 27.201-2(b))
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (IAW FAR 29.401-3(a))
252.229-7014	FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS. (OCT 2022) (IAW DFARS 229-402(k))
52.232-1	PAYMENTS (APR 1984) (IAW FAR 32.111(a)(1))
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) (IAW FAR 32.111(b)(1))
52.232-11	EXTRAS (APR 1984) (IAW FAR 32.111(c)(2))
52.232-17	INTEREST (MAY 2014) (IAW FAR 32.611(a), FAR 32.611(b))
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (IAW FAR 32.806(a)(1))
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018) (IAW FAR 32.1110(a)(1))
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (IAW FAR 32.706-3)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) (IAW FAR 32.009-2)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018) (IAW DFARS 232.7004(a))

(a) Definitions. As used in this clause—

“Contract financing payment” means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include—

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

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

(2) Contract financing payments do not include—

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

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

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

(1) Invoice payments include—

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

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

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

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

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

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

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

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

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

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

252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006) (IAW DFARS 232.7102)
52.233-1	DISPUTES (MAY 2014) (IAW FAR 33.215)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (IAW FAR 33.106(b))
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (IAW FAR 33.215(b))
52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024) (IAW FAR 40.202-8)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) (IAW FAR 42.1504)
52.242-13	BANKRUPTCY (JUL 1995) (IAW FAR 42.903)
52.243-1	CHANGES--FIXED-PRICE (AUG 1987) (IAW FAR 43.205(a)(1))
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (IAW DFARS 243.205-70)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) (IAW DFARS 243.205-71)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (IAW FAR 44.403)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2025-O0003) (MAR 2025) (IAW FAR 44.403)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (NOV 2023) (IAW DFARS 244.403)
52.246-23	LIMITATION OF LIABILITY (FEB 1997) (IAW FAR 46.805(a)(1))
52.246-26	REPORTING NONCONFORMING ITEMS (AUG 2024) (IAW FAR 46.317)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) (IAW DFARS 246.370(a), DFARS 212.301(f)(xii))
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023) (IAW DFARS 246.870-3(a))

- 52.247-1** **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))
- 252.247-7023** **TRANSPORTATION OF SUPPLIES BY SEA--BASIC** (OCT 2024)
(IAW DFARS 247.574(a) and (a)(1))
- 252.247-7028** **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)
- 52.248-1** **VALUE ENGINEERING** (JUN 2020)
(IAW FAR 48.201(b), FAR 48.201(f))
- 52.249-2** **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**
(APR 2012)
(IAW FAR 49.502(b)(1)(i))
- 52.249-8** **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))
- 52.252-2** **CLAUSES INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(b))

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

Regulations URLs: (Click on the appropriate regulation.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

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

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

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

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

- 52.253-1** **COMPUTER GENERATED FORMS** (JAN 1991)
(IAW FAR 53.111)

52.222-90

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
 - (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
 - (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
 - (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
 - (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
 - (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
- (c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

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

Form Number	Description/File Name	Date	Number of Pages
MQR-PSD-1 REV 2	MQR-PSD-1	30JUL2025	31
DD FORM 1423-1	CDRL1_REPORT.pdf	30JUL2025	2
LPF-QAR-003 Rev E	LPF-QAR-003.pdf	30JUL2025	4

AFMC 158	PKGRQMT_REPORT.pdf	30JUL2025	1
DD FORM 1653	TRNSPDATA_REPORT.pdf	30JUL2025	3

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

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

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

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

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

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

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

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

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

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$200,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) [Reserved]

(xv) [Reserved]

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

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

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

(xix) [Reserved]

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

- (vi) 52.227-6, Royalty Information.
 ___(A) Basic.
 ___(B) Alternate I.
 ___(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

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

**252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)
 (IAW DFARS 204.1202)**

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

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

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

___ (i) Paragraph (e) applies.

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

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

- (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.
- (ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government--Representation. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representation. Applies to solicitations for the acquisition of commercial satellite services.
- (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$200,000 or more.
- (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

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

- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
☒ (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.
☐ (iii) 252.225-7020, Trade Agreements Certificate.
☐ Use with Alternate I
☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
☐ (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
☐ Use with Alternate I.
☐ Use with Alternate II.
☐ Use with Alternate III.
☐ Use with Alternate IV.
☐ Use with Alternate V.
☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
☐ (vii) 252.232-7015, Performance-Based Payments—Representation.

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

FAR/DFARS Provision No.	Title	Date	Change

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

252.204-7019

NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS

(NOV 2023)

(IAW DFARS 204.7304(d))

(a) Definitions.

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

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

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

<https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf>

(c) *Procedures.*

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

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

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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

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

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at .
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

52.207-4

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

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

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

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>

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

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(IAW FAR 9.104-7(b))

(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 proceeding 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 (FAPIS) 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 FAPIS 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).

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

(b) The Offeror represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

252.209-7011 REPRESENTATION FOR RESTRICTION ON THE USE OF CERTAIN INSTITUTIONS OF HIGHER EDUCATION (AUG 2025)
(IAW DFARS 209.170-4)

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

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

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

(b) The Offeror represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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

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

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is

a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

<u>Listed end product</u>	<u>Listed countries of origin</u>
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

(c) *Representations.*

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

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

252.204-7024

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

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

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

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

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

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

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

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

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

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

FIRST ARTICLE APPLICABILITY AND/OR CONDITIONS FOR WAIVER (FEB 2013)
(IAW FAR 9.306(c))

(a) First Article Testing is a requirement of this contract. This requirement may be waived by the Contracting Officer, if the bidder/offeror meets any one of the conditions for waiver listed below *** and in the instance of a prior contract, not more than ____* months have elapsed since the completion of that contract:

Lot/Item	*Months Since Completion of Contract
1	36

(b) Bidders who meet the conditions for waiver set forth below shall submit a bid or proposal on Bid/Offer "B" which does not require compliance with the First Article Approval provision set forth herein and furnish the following information in the individual solicitation: Contract No. _____, Contract Item No. _____, Date of Contract. _____, Name & Address of Government Agency issuing the Contract. Failure to include this information will render the IFB(s) non-responsive and may cause rejection of RFP(s).

(c) Bidders/offerors who do not meet the conditions for waiver set forth below shall submit a bid on Bid/Offer, "A" which includes compliance with First Article Approval.

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

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

Lot/Item	**Serve as a Manufacturing Standard
1	WILL NOT

(f) Waivers

Lot/Item	***Conditions for Waiver
1	Previously furnished to prime contractor for delivery to DoD
1	Currently in production for DoD
1	Previously furnished to DoD

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

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

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)
(IAW FAR 15.209(a))

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

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

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

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

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

provide the following:

- (1) Profit rate or fee (as applicable).
- (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
- (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].
- (4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

252.215-7013

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

52.216-1

TYPE OF CONTRACT (APR 1984)
(IAW FAR 16.105)

The Government contemplates award of a (see individual line item) contract resulting from this solicitation.

252.225-7973

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

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

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

- (1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that—
 - (i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
 - (iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
- (2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
- (3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from—
 - (i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
 - (ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (<https://www.trade.gov/consolidated-screening-list>); or
 - (iii) Any entity that produces or provides unmanned aircraft systems and—

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

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

(c) *Representations.*

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

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

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

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

(End of provision)

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

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

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

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

<https://acquisition.gov/browse/index/far>

<https://acquisition.gov/dfars>

<https://acquisition.gov/affars>

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

SECTION L

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

General Instructions

Instructions to the Offerors (ITO):

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

Include Sufficient Detail:

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

Embellishment Not Desired:

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

Proposal Acceptance and Validity Dates:

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

Disposition of Proposals:

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

Electronic Reference Documents

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

Amendments to Solicitation

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

General Information

Point of Contact:

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

Discrepancies:

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

Electronic Offers:

Proposals may be emailed to James.Headington.1@us.af.mil by the closing date.

Technical Proposal

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

FACTOR 1 - Technical

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

FACTOR 2 - Price

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

FACTOR 3 – Past Performance

The offeror is not required to provide Past Performance information. Past performance information will be determined primarily based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period. Past performance may also be obtained through the contractor Performance Assessment Reporting System (CPARS), similarly systems of other Government departments and agencies (MOCAS, etc), questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

FACTOR 4 - Small Business Participation Information

The offeror shall submit a Small Business Participation Plan. The Small Business Participation Plan is required from all offerors, including small businesses and companies with Master, Individual, commercial subcontracting plans and/or comprehensive subcontracting plans. The offeror shall include only the first tier of subcontractors for this effort. Offerors are advised that the Small Business Participation Plan is not the same as the Small Business Subcontracting Plan required by FAR 52.219-9. Large business offerors shall not utilize the Small Business Subcontracting Plan in the place of the Small Business Participation Plan.

The Small Business Participation Plan shall address (1) the extent of participation of proposed Small Businesses when subcontracting possibilities exist to include the (2) description of the subcontracted work these proposed firms are to perform, (3) the company names/CAGE codes planned for use in the performance of this resultant contract along with the (4) associated goals to include service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (5) expressed in terms of percentages of both the total planned subcontracted dollars and total contract dollars.

If limited or no subcontracting possibilities exist for these socio-economic entities, provide rationale for such. Offerors are cautioned against only acknowledging a goal is not met, if applicable. Rather, adequate rationale includes specific reasons why a goal is unmet, and any actions being taken to increase any unmet goals. Additionally, if the offeror is a small business concern, it should include the work it will be performing when calculating the goals for your Small Business participation information.

When an evaluation assesses the extent that small businesses are specifically identified in proposals, the small businesses considered in the evaluation shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9 to facilitate compliance with 252.219-7003(e).

Contract Documentation

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

Section A – Solicitation/Contract Form

Completion of blocks 12, 13, 14, 15, and 27, with name, title, and date included in block 27 of the SF 1447 is required. 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 solicitation. Information shall be limited to Contract Line-Item Number (CLIN), Sub-CLIN or ELIN level pricing, including unit and extended pricing as specified in Section B.

Section C – Description/Specifications/Statement of work Section D – Packaging and Marking

Section E – Inspection and Acceptance

Complete Inspection and Acceptance address.

Section F – Deliveries or Performance

Complete F.O.B. Origin Clause IAW FAR 47.305(b).

Section G – Contract Administration Data

Complete Activity Address Clause.

If applicable, annotate remittance address within proposal.

Section H – Special Contract Requirements

Not applicable

Section I – Contract Clauses

Section J – Attachments

Small Business Subcontracting Plan (if required in accordance with the solicitation)

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

Exceptions to Terms and Conditions

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

Table 1 - Solicitation Exceptions

Solicitation Document	Paragraph/Page	Requirement/ Portion	Rationale
Model Contract, ITO, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met

Other Information Required

Authorized Offeror Personnel

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

Person(s) that can obligate your company:

Name:

Title:

Telephone:

Person(s) authorized to negotiate with the Government:

Name:

Title:

Telephone:

Government Offices

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

Company/Division address, Identifying Codes, and Applicable and Designations

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

EVALUATION COST FACTOR FOR FIRST ARTICLE (OCT 1988)
(IAW FAR 9.306(i))

The cost to the Government for first article testing or engineering review and approval of first article test reports (where preliminary Contractor testing is required), as applicable, shall be a factor in the evaluation of this solicitation. The factor to be used in evaluation shall be

Lot/Item	Evaluation cost
1	\$2500.00

(The above Clause/Provision has been modified.)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)
(IAW FAR 32.502-3(c))

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

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

* ITEM NO	MODE OF TRANSPORTATION
0001AA	Surface
0001AB	Surface
0001AC	Surface
0001AD	Surface
0001AE	Surface
0001AF	Surface

52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)
(IAW FAR 47.305-5(c)(1))

SECTION M

Evaluation FACTORS FOR AWARD USING

BEST VALUE PROCESS, PERFORMANCE PRICE TRADEOFF (PPT) SOURCE SELECTION PROCEDURES

A. Basis for Contract Award

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

B. Number of Contracts to be Awarded

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

C. Rejection of Unrealistic Offers

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

D. Correction Potential of Proposals

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

PRE-AWARD SURVEY

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

PLANT VISITS

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

SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

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

Evaluation CRITERIA FOR AWARD

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

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

FACTOR 1: Technical

FACTOR 2: Cost/Price

FACTOR 3: Past Performance

FACTOR 4: Small Business Participation

a. Order of Importance

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

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

b. Evaluation Methodology

All proposals will first be evaluated for technical acceptability. Second, price will be evaluated. Concurrent with the price evaluation, past performance will be evaluated. A decision will then be made as to which proposal provides the best value to the Government.

c. Technical Factor

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

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

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

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

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

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

(1) The offeror's cost/price proposal will be evaluated for award purposes by multiplying the proposed unit price by the total quantity. The quantity utilized for evaluation will be based on the firm quantity incorporated in Schedule B.

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

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

Proposals for Bid "A" (Contractor Test FAT-Required) will be evaluated as follows:

The offeror's total evaluated cost/price for Line Item 0001AC (Contractor FAT-Destructive Exhibit) and Line Item 0001AD (Contractor FAT – Non-Destructive Exhibits), and BEQ under Line Item 0001AE (Contractor FAT – First article required Production Units) are the price factors that will be used for this evaluation. The BEQ that will be used for evaluation will be determined by the Government Requirements group prior to award as currently stated on the solicitation. At that point, the quantity type will be changed from BEQ to Fixed Quantity (FQ). The offeror's proposed cost/price for Line Item 0001AC and Line Item 0001AD will be added together for purposes of evaluation and the offeror's proposed cost/price for the BEQ under Line Item 0001AE will be multiplied by the quantity. The estimated cost factor of \$2,500.00 for Contractor First Article Test/Inspection evaluation will then be added to this total. The cumulative price of these factors will be used in evaluation of proposals submitted under Bid "A" for a Firm Fixed Price/Fixed Quantity (FFP/FQ) award.

Proposals for Bid "B" (Contractor FAT- NOT Required) will be evaluated as follows:

The offeror's total evaluated cost/price for the BEQ under CLIN 0001AF (Contractor FAT – NOT Required) is the price factor that will be used in evaluation. The BEQ that will be used for evaluation will be determined by the Government Requirements group prior to award as stated within the solicitation. At that point, the quantity type will be changed from BEQ to Fixed Quantity. Evaluation of award will be based on the proposed unit price multiplied by the required quantity.

* The Government may accept BID "A" or BID "B" depending upon which alternative is most advantageous to the government, price and other factors considered.

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

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

e. Past Performance Factor

The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's (1) relevant past performance and (2) recent past performance, focusing on and targeting performance, which is relevant to the technical requirement. In determining relevance, consideration will be given to the likeliness and similarity of the effort to include contract scope, contract type, and contract schedule. This information may include data on parts manufactured by other divisions, critical subcontractors, or teaming contractors, if such resources significantly influence the proposed requirement. The Government may consider relevant work as those performed for agencies of the federal, state, or local governments and commercial customers. Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

The Government will evaluate the offeror's past performance by reviewing the offeror's record of supplying products that comply with contract requirements, including cost and schedule. Under the Past Performance factor, a Performance Confidence Assessment Rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed.

The offeror is not required to provide Past Performance information. Past performance information will be determined primarily based on the offeror's "Supplier Risk Score" in the Supplier Performance Risk System (SPRS) at the time of the close of the solicitation period. Past performance may also be obtained through the contractor Performance Assessment Reporting System (CPARS), similarly systems of other Government departments and agencies (MOCAS, etc), questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Each offeror will receive an integrated Performance Confidence Assessment rating, which is the rating for the Past Performance factor. Although the past performance evaluation focuses on performance that is recent and relevant to the technical requirement, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance. The Past Performance factor will receive one of the following performance confidence assessment ratings IAW the Department of Defense (DoD) Source Selection Procedures.

Rating	Description
SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
NEUTRAL CONFIDENCE	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has low expectations that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Note: With regards to the best value award decision, all offerors receiving the same past performance rating will be considered equal for the Past Performance Factor.

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

Offerors with adverse past performance information to which they have not previously had an opportunity to respond will be given the opportunity to provide clarifications concerning the adverse information.

f. Small Business Participation Factor

All offerors, including small businesses, must submit a Small Business Participation Plan. Each offer will be determined acceptable for this factor if the Small Business Participation Plan is determined adequate in accordance with the descriptions below. Only those Plans determined to be acceptable, either initially, or as a result of discussions, will be considered for award. Each offeror will receive one of the Small Business Participation Plan ratings below:

Acceptable - Proposal indicates an adequate approach and understanding of small business objectives.

Unacceptable - Proposal does not meet small business objectives.

The evaluation will consider whether the Small Business Participation Plan adequately reflects an approach and understanding of the following small business objectives to include (1) the extent of participation of proposed Small Businesses when subcontracting possibilities exist to include the (2) description of the subcontracted work these proposed firms are to perform, (3) the company names/CAGE codes planned for use in the performance of this resultant contract along with the (4) associated goals to include service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (5) expressed in terms of percentages of both the total planned subcontracted dollars and total contract dollars.

E. Discussions

It is the Government's intent to award without discussions, therefore, it is imperative that offeror's submit their best terms initially. However, if during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses to Evaluation Notices (ENs), and the Final Proposal Revisions (FPRs) will be considered in making the source selection decision.