

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>REQUEST FOR QUOTATION<br/>(THIS IS NOT AN ORDER)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                          | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                         |                                                                                                                     | Page 1                |                                                                                                                      |
| 1. REQUEST NO.<br><b>SPRTA1-26-Q-0952</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                          | 2. DATE ISSUED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                         | 3. REQUISITION/PURCHASE REQUEST NO.<br><b>FD20302600952</b>                                                         |                       | 4. CERT. FOR NAT. DEF.<br>UNDER BDSA REG. 2 AND/OR<br>DMS REG. 1 <input type="checkbox"/><br>RATING<br><b>DO: A1</b> |
| 5a. ISSUED BY<br>DLA WEAPONS SUPPORT AT OKLAHOMA CIT<br>DLR PROCUREMENT OPERATIONS (AO)<br>3001 STAFF DRIVE<br>TINKER AFB OK 73145-3070<br>BUYER: Logan Hurtz/DLA/AOBA<br>logan.hurtz@us.af.mil<br>Phone: (392) 737- 7620                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         | CODE: <b>SPRTA1</b>                                                                                                 |                       | 6. DELIVERY BY (Date)<br><b>SEE SCHEDULE</b><br><br><b>SCD:B</b>                                                     |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
| NAME<br><b>Logan Hurtz</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          | TELEPHONE NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         | 7. DELIVERY<br><input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER<br>(See Schedule) |                       |                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                          | AREA CODE<br><b>(392 )</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NUMBER<br><b>737 -7620</b>                              | 9. DESTINATION                                                                                                      |                       |                                                                                                                      |
| 8. TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         | a. NAME OF CONSIGNEE                                                                                                |                       |                                                                                                                      |
| a. NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                          | b. COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                         | b. STREET ADDRESS                                                                                                   |                       |                                                                                                                      |
| c. STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         | c. CITY                                                                                                             |                       |                                                                                                                      |
| d. CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                          | e. STATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | f. ZIP CODE                                             | d. STATE                                                                                                            | e. ZIP CODE           |                                                                                                                      |
| 10. PLEASE FURNISH QUOTATIONS TO THE<br>ISSUING OFFICE IN BLOCK 5A ON OR<br>BEFORE CLOSE OF BUSINESS (Date)<br><b>16 NOV 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. |                                                         |                                                                                                                     |                       |                                                                                                                      |
| 11. SCHEDULE (Include applicable Federal, State and local taxes)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
| ITEM NO.<br>(a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SUPPLIES/SERVICES<br>(b)                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | QUANTITY<br>(c)                                         | UNIT<br>(d)                                                                                                         | UNIT PRICE<br>(e)     | AMOUNT<br>(f)                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>SEE SCHEDULE</b><br><br>Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for <u>120</u> days. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
| NAICS CODE: <b>336413</b><br>SIZE STD: <b>1,250</b><br>Contractors are REQUIRED to be "EXPORT CONTROLLED" certified in order to receive and view drawings for this solicitation. The website for registration is <a href="http://www.dlis.mil.mil/jcp/">http://www.dlis.mil.mil/jcp/</a> . Engineering instructions and Engineering Data List will be available to certified contractors via <a href="http://www.sam.gov">www.sam.gov</a> .<br>This is a Boeing Rights Guard requirement. In order to receive/view the Technical Data Package (TDP) drawings for this solicitation, the vendor must submit a signed Attachment "A" within 5 working days from receipt of solicitation to Contract Specialist, Logan M. Hurtz, at <a href="mailto:Logan.hurtz@us.af.mil">Logan.hurtz@us.af.mil</a> for the TDP request. |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
| 12. DISCOUNT FOR PROMPT<br>PAYMENT <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                          | a. 10 CALENDAR DAYS (%)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | b. 20 CALENDAR DAYS (%)                                 | c. 30 CALENDAR DAYS (%)                                                                                             |                       | d. CALENDAR DAYS<br>NUMBER PERCENTAGE                                                                                |
| NOTE: Additional provisions and representations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                          | <input checked="" type="checkbox"/> are                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | are not attached.                                       |                                                                                                                     |                       |                                                                                                                      |
| 13. NAME AND ADDRESS OF QUOTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN<br>QUOTATION |                                                                                                                     | 15. DATE OF QUOTATION |                                                                                                                      |
| a. NAME OF QUOTER<br><br>CAGE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     |                       |                                                                                                                      |
| b. STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 16. SIGNER                                              |                                                                                                                     |                       |                                                                                                                      |
| c. COUNTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | a. NAME (Type or print)                                 |                                                                                                                     | b. TELEPHONE          |                                                                                                                      |
| d. CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                                                                                                                     | AREA CODE             |                                                                                                                      |
| e. STATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | c. TITLE (Type or print)                                |                                                                                                                     | NUMBER                |                                                                                                                      |

FOLD

FOLD

**SOLICITATION NO. SPRTA126Q0952**

**DUE: 16 -NOV -2026**

**FROM:**

**AFFIX  
STAMP  
HERE**

**TO:**

**ATTN:** Logan Hurtz/DLA/AOBA  
DLA WEAPONS SUPPORT AT OKLAHOMA CIT  
DLR PROCUREMENT OPERATIONS (AO)  
3001 STAFF DRIVE  
TINKER AFB OK 73145-3070

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

NOTE 1: As outlined in the synopsis for this requirement, it is the intention of DLA Aviation at Oklahoma City to allow a 45-Day solicitation period for Boeing Rights Guard applicable acquisitions with days 1 through 15 being allotted to allow time for additional potential sources to submit requests for, and receive, the BRG Technical Data Package. This additional time over-and-above the standard 30-day solicitation timeframe is a courtesy and serves as constructive notice that it is the affirmative responsibility of potential offerors to monitor SAM.Gov and quickly process requests for the BRG Technical Data Package. Solicitation Closing Dates WILL NOT be extended for the sole-purpose to allow for additional time to propose.

NOTE 2: Award of a New Manufacture, Fixed-Quantity, Firm Fixed-Price contract is contemplated. Notice of Range Quantity Solicitation: The current required quantity is **23 ea**. However, the final required quantity may change. Therefore, offeror(s) are required to propose prices for the specific quantity ranges identified in the Solicitation. The current overall possible quantity range for this acquisition is a between a Minimum quantity of **7 ea** and Max quantity of **39 ea.**, to include First Article(s) [if required]. If the specific quantity ranges identified in the Solicitation do not provide the best pricing option for your company business model, then the contractor has the option of identifying within Provision 52.207-4, those suggested quantity ranges, for informational/planning purposes only, that yield your best prices to the Government. Offeror(s) are still required to submit proposals for the specific quantity ranges identified in the Solicitation.

NOTE 3: 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.

NOTE 4: If unit price exceeds \$5,000.00, UID shall be applicable per DFARS 252.211-7003.

NOTE 5: UID REQUIREMENT: The Government does not intend to tell contractors the specific data to be put into each mark. International Standards and MIL-STD-130 provide the guidance needed by the contractor to determine what information is required within the mark and acceptable formats for applying the mark. It is the contractor's discretion on which UID construct to use according to current business practices. Still, "The preferred format for Unique Identification (UID) is Construct 2 (Issuing Agency Code, Enterprise Identification [CAGE Code], Original Part Number, and Serial Number) as set forth by MIL-STD-130N (or later revision) and the DOD Guide to Uniquely Identifying Items, version 3.0, December 2014 (or later revision). UID shall be in addition to the original Human Readable Information and applied using comparable marking methods. Application of UID markings shall in no way compromise item integrity."

NOTE 6: "COMPETITION EXPECTED. Award will be made only if the offeror, the product/service, or the manufacturer meets qualification requirements at the time of award in accordance with FAR Clause 52.209-1. AWARD WILL NOT BE WITHHELD WAITING QUALIFICATION. Potential sources are not to utilize intellectual property of third parties without appropriate authorization of the intellectual property owner. Potential sources are cautioned that no part of the Government property qualification requirement is intended to endorse or encourage the improper use of intellectual property developed by the Original Equipment Manufacturer or any other third party. See attached Qualification Requirements. Early or Partial delivery is acceptable.

If only one offer is received, the following clauses shall apply:

FAR 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data

FAR 52.215-12, Subcontractor Certified Cost or Pricing Data

FAR 52.215-20, Requirements for Certified Cost or Pricing data and Data Other Than Cost or Pricing Data

FAR 52.215-22, Limitations on Pass-Through Charges-Identification of Subcontract Effort

FAR 52.215-23, Limitations on Pass-Through Charges"

Note 7: (First Article Line Items 0001AA - 0001AE):

There is a requirement for a First Article Test Report, Certificate of Compliance, and Material Certification. After the Non-Expended Testing has been performed by the contractor in accordance with 52.209-3 (Contractor Test), the FA item is to be shipped to Tinker AFB (FY2303). If the First Article Report is approved, this exhibit will be forwarded to AF supply. The contractor shall not proceed with production quantities until notice of First Article approval is received from the Contracting Officer.

Contractor's notification to ACO and this office (423 SCMS/GUEA) of test time and location due 90 days prior to start of testing. The First Article offered must be manufactured at the facilities in which that item is to be produced under the contract, or if the First Article is 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.

Ship first article to address below:  
DDOO-SOP/FIRST ARTICLES  
BLDG 469, DR 12 7330 SENTRY BLVD  
TINKER AFB, OK 73145-8000  
DODAAC: FY2303  
PHONE: 405-855-3961

The Contractor shall notify the Government 30 days prior to shipping the asset by notifying:  
[Tinker.First.Article@us.af.mil](mailto:Tinker.First.Article@us.af.mil).

**ENSURE THE WORDS "FIRST ARTICLE" ARE MARKED ON THE OUTSIDE OF THE BOX IN LARGE REDCONSPICUOUS LETTERS.**

**INFO CLIN**

**Bid A - First Article Required**

Item No.  
0001

Not Separately Priced

| <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> |
|-----------------|------------|-------------------|
|                 | EA         | NSP               |

NSN: 1650-00-741-2996 AW  
DAMPENER,FLUTTER  
TO DAMPEN FLUTTER IN AN AIRPLANE RUDDER

| <u>Manufacturer</u> | <u>Part Number</u> |
|---------------------|--------------------|
| 1WC59               | 65-5947-1          |
| 29183               | 65-5947-1          |
| 7U740               | 65-5947-1          |
| 81205               | 65-5947-1          |

| <u>Associated Document(s)</u> | <u>Line Item(s)</u> |
|-------------------------------|---------------------|
| FD20302600952PLN              | 0001                |

Priority: R

Applicability: None ;

Buy American Act/Balance of Payments Program

UID Required: Yes

**First Article Exhibit**

**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> |
|-----------------|------------|-------------------|---------------|
| 3               | EA         |                   |               |

| CLIN                     | ACRN | ACRN Total |
|--------------------------|------|------------|
| 0001AA                   | AA   |            |
| NSN: 1650-00-741-2996 AW |      |            |
| DAMPENER,FLUTTER         |      |            |

**First Article Exhibit**

**Bid A - First Article Required**

**Manufacturer**

81205

**Associated Document(s)**

FD20302600952PLN

**Priority:** R

**Part Number**

65-5947-1

**Line Item(s)**

0002

**Limitations of Liability:** Other Than High Value Item

**Inspection:** Origin

**Acceptance:** Origin

**Inspection/Acceptance Report:** Receiving Report Required

**Quality Assurance:** Standard Inspection

Buy American Act/Balance of Payments Program

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

**TYPE / SHIP TO CODE**

**F.O.B.**

A SW3210

ORIGIN

**Type / Ship To**

**PACRN**

**Mark For**

A SW3210

PAB

Account 09

**Type / Ship To**

**Quantity (U/I)**

**\*ARO Contract**

**Req No / Pri**

**Required  
Delivery**

A SW3210

3 EA

\*120 Calendar Days

Non-MilStrip

**Proposed  
Delivery**

A SW3210

3 EA

**First Article Test Report**

**Bid A - First Article Required**

**Item No.**

0001AB

Not Separately Priced

**Quantity**

**U/I**

**Unit Price**

1

LO

NSP

**CLIN**

**ACRN**

**ACRN Total**

0001AB

AA

Data

First Article Test Report

**Associated Document(s)**

FD20302600952PLN

**Priority:** R

**Line Item(s)**

0003

**Limitations of Liability:** Other Than High Value Item

**Inspection:** Origin

**Acceptance:** Origin

**Inspection/Acceptance Report:** Receiving Report Required

**Quality Assurance:** Standard Inspection

**First Article Test Report**

**Bid A - First Article Required**

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

TYPE / SHIP TO CODE

F.O.B.

A FA8111

ORIGIN

**Type / Ship To**

**PACRN**

**Mark For**

A FA8111

PAB

First Article Monitor

**Type / Ship To**

**Quantity (U/I)**

**\*ARO Contract**

**Req No / Pri**

**Required  
Delivery**

A FA8111

1 LO

\*120 Calendar Days

**Proposed  
Delivery**

A FA8111

1 LO

**Material Certification**

**Bid A - First Article Required**

Item No.

0001AC

Not Separately Priced

Quantity

U/I

Unit Price

1

LO

NSP

**CLIN**

**ACRN**

**ACRN Total**

0001AC

AA

Data

Material Certification

**Associated Document(s)**

**Line Item(s)**

FD20302600952PLN

0004

**Priority: R**

**Limitations of Liability:** Other Than High Value Item

**Inspection:** Origin

**Acceptance:** Origin

**Inspection/Acceptance Report:** Receiving Report Required

**Quality Assurance:** Standard Inspection

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

TYPE / SHIP TO CODE

F.O.B.

A FA8111

ORIGIN

**Type / Ship To**

**PACRN**

**Mark For**

A FA8111

PAB

First Article Monitor

**Type / Ship To**

**Quantity (U/I)**

**\*ARO Contract**

**Req No / Pri**

**Required  
Delivery**

A FA8111

1 LO

\*120 Calendar Days

**Proposed  
Delivery**

**Material Certification**

**Bid A - First Article Required**

A FA8111 1 LO

**Certificate of Compliance**

**Bid A - First Article Required**

**Item No.**  
0001AD

Not Separately Priced

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

| CLIN                          | ACRN                | ACRN Total |
|-------------------------------|---------------------|------------|
| 0001AD                        | AA                  |            |
| Data                          |                     |            |
| Certification of Compliance   |                     |            |
| <b>Associated Document(s)</b> | <b>Line Item(s)</b> |            |
| FD20302600952PLN              | 0005                |            |
| <b>Priority: R</b>            |                     |            |

**Limitations of Liability:** Other Than High Value Item

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

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

|                          | A FA8111       | ORIGIN         |                       |        |       |
|--------------------------|----------------|----------------|-----------------------|--------|-------|
|                          | Type / Ship To | PACRN          | Mark For              |        |       |
|                          | A FA8111       | PAB            | First Article Monitor |        |       |
|                          | Type / Ship To | Quantity (U/I) | *ARO Contract         | Req No | / Pri |
| <b>Required Delivery</b> | A FA8111       | 1 LO           | *120 Calendar Days    |        |       |
| <b>Proposed Delivery</b> | A FA8111       | 1 LO           |                       |        |       |

**New Manufactured Materiel**

**Bid B - First Article NOT Required**

**Item No.**  
0002

Firm Fixed Price

| <u>From Quantity</u> | <u>U/I</u> | <u>To Quantity</u> | <u>Unit Price</u> |
|----------------------|------------|--------------------|-------------------|
| 23                   | EA         |                    |                   |

Quantity Range

|   |    |   |    |
|---|----|---|----|
| A |    |   |    |
| 1 | EA | 7 | EA |

**New Manufactured Materiel**

**Bid B - First Article NOT Required**

Quantity Range

B

8 EA 22 EA

Quantity Range

C

23 EA 39 EA

**CLIN**

**ACRN**

**ACRN Total**

0002

AA

**NSN:** 1650-00-741-2996 AW

DAMPENER,FLUTTER

TO DAMPEN FLUTTER IN AN AIRPLANE RUDDER

**Manufacturer**

**Part Number**

1WC59

65-5947-1

29183

65-5947-1

7U740

65-5947-1

81205

65-5947-1

**Associated Document(s)**

**Line Item(s)**

FD20302600952PLN

0001

**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   | 9001-2015 | 2008 | 9001-2015 |

**Applicability:** None ;

Buy American Act/Balance of Payments Program

**IUID Required:** Yes

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

TYPE / SHIP TO CODE

F.O.B.

A SW3210

ORIGIN

**Class I ODS Substance**

**Application/Use**

**Quantity**

N/A

N/A

N/A

**Type / Ship To**

**PACRN**

**Mark For**

A SW3210

PAB

Account 09

**Type / Ship To**

**Quantity (U/I)**

**On or Before**

**Req No / Pri**

**Required  
Delivery**

A SW3210

23 EA

21 JAN 2028

Non-MilStrip

**Proposed  
Delivery**

A SW3210

23 EA

**SHIP TO / PLACE OF PERFORMANCE**

**TYPE/CODE:** A FA8111

FA8111 AFLCMC LZPED  
CP 405 736-7455  
3001 STAFF DR STE 1AF1 105A  
TINKER AFB OK 73145-3303 73145-3303  
USA

**MARK FOR: (See Individual Line Item)**

**REQUISITION NUMBER: (See Individual Line Item)**

**REQUISITION PRIORITY: (See Individual Line Item)**

**AWARD NUMBER:**

**TYPE/CODE:** A SW3210

DLA DISTRIBUTION DEPOT HILL  
DDHU CML 385-519-8103  
7537 WARDLEIGH RD BLDG 849W  
HILL AFB UT 84056-5734 UT  
USA

**MARK FOR: (See Individual Line Item)**

**REQUISITION NUMBER: (See Individual Line Item)**

**REQUISITION PRIORITY: (See Individual Line Item)**

**AWARD NUMBER:**

**PART I - THE SCHEDULE  
SECTION D  
PACKAGING AND MARKING**

Note: For Shipping/Packaging Instructions – See attached Form AFMC 158

**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 | Contractor Test/Inspection Requirements |
|----------|-----------------------------------------|
| FATESTC  |                                         |

Disposition of the First Article shall be as follows:

| Lot/Item   | Approved |
|------------|----------|
| FADISPGA-1 |          |
| FADISPGA-2 |          |
| FADISPGA-3 |          |
| FADISPGA-4 |          |
| FADISPGA-5 |          |

| Lot/Item                               | Disapproved |
|----------------------------------------|-------------|
| FADISPGD-1<br>FADISPGD-2<br>FADISPGD-3 |             |

(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):<br><b>[CONTRACTOR FILL-IN]</b> |
| Item No(s): <b>See schedule for items with the following code(s) listed below :</b>                                |
| Inspection Code and Address:                                                                                       |

**PART I - THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**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)(liii))

(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 receiving 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        |  |
|---------------------------|--|
| Pay Official DoDAAC       |  |
| Issue By DoDAAC           |  |
| Admin DoDAAC              |  |
| Inspect By DoDAAC         |  |
| Ship To Code              |  |
| Ship From Code            |  |
| Mark For Code             |  |
| Service Approver (DoDAAC) |  |
| Service Acceptor (DoDAAC) |  |
| Accept at Other DoDAAC    |  |
| LPO DoDAAC                |  |
| DCAA Auditor DoDAAC       |  |
| Other DoDAAC(s)           |  |

(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 AWARD

(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.)

#### ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

| ACRN       |                                                                    | Accounting and Appropriation Chargeable |  | Funds Citation |  | Amount Chargeable |        |
|------------|--------------------------------------------------------------------|-----------------------------------------|--|----------------|--|-------------------|--------|
| AA         | 97 X4930 .FC04 64 6 47 GT 159999 01N000 00000 GGGTTT 503000 F03000 |                                         |  |                |  |                   | \$0.00 |
| ACRN TOTAL |                                                                    |                                         |  |                |  | \$ 0.00           |        |

Note: For Transportation Instructions – See attached DD Form 1653

**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 interested party to another official who can resolve the concern.

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

(c) 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/AOB's CA/ombudsman can be reached at (405) 855-3552. Complaints which cannot be so 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.)

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

**52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY**  
**AGREEMENTS OR STATEMENTS (JAN 2017)**  
(IAW FAR 3.909-3 (b))

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS**  
(SEP 2011)  
(IAW DFARS 203.171-4(a), DFARS 212.301(f)(ii))

**252.203-7002 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))
- 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED** (APR 2020)  
(IAW DFARS 204.7109(a))
- 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))
- 252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS** (NOV 2025)  
(IAW DFARS 204.7504(a))

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

“Controlled unclassified information” means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

“Current” means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

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

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

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

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

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

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

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

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

(d) *Requirements.* The Contractor shall—

- (1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: \_\_\_\_\_ *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

- (ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;
  - (2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;
  - (3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;
  - (4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and
  - (5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.
- (e) *Reporting.* The Contractor shall—
- (1) Submit to the Contracting Officer—
    - (i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and
    - (ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;
  - (2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and
  - (3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.
- (f) *Subcontracts.* The Contractor shall—
- (1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and
  - (2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

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

- (a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of \$1,000 or less to which either party may be entitled at the time of contract closeout.
- (b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.
- (c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

**52.209-3 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 |
|-------------|------------------------------|------------|
| FACONTRTEST | 120                          | 3          |

(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. |
|--------------|-------------------|----------|
| FACONTRTEST1 | 45                |          |

| FA Test Report Item | ***Type/Location | **Calendar Days |
|---------------------|------------------|-----------------|
|                     | FA8111           | 120             |

(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.)

## 52.209-10

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (FEB 2023)**  
(IAW Deviation 2021-O0008 Rev 1.)

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

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

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
  - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—
  - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
  - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

- (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
- (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

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

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

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

**[Contracting Officer check as appropriate.]**

- ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
- ☐ By the end of the performance period for each order issued under the contract.

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

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

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

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

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

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

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

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

The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

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

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

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

The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]*

The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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

The Contractor represents that—

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

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

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

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

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

**52.223-23 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))

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

- 252.225-7013**                    **DUTY-FREE ENTRY** (AUG 2025)  
                                         (IAW DFARS 225.1101(4))
- 252.225-7048**                    **EXPORT-CONTROLLED ITEMS** (JUN 2013)  
                                         (IAW DFARS 225.7901-4)
- 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)

|                     |                                                                                                                 |
|---------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>52.226-7</b>     | <b>DRUG-FREE WORKPLACE</b> (MAY 2024)<br>(IAW FAR 26.506)                                                       |
| <b>52.226-8</b>     | <b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</b> (MAY 2024)<br>(IAW FAR 26.605)       |
| <b>52.229-3</b>     | <b>FEDERAL, STATE, AND LOCAL TAXES</b> (FEB 2013)<br>(IAW FAR 29.401-3(a))                                      |
| <b>52.232-17</b>    | <b>INTEREST</b> (MAY 2014)<br>(IAW FAR 32.611(a), FAR 32.611(b))                                                |
| <b>52.232-18</b>    | <b>AVAILABILITY OF FUNDS</b> (APR 1984)<br>(IAW FAR 32.706-1(a))                                                |
| <b>52.232-23</b>    | <b>ASSIGNMENT OF CLAIMS</b> (MAY 2014)<br>(IAW FAR 32.806(a)(1))                                                |
| <b>52.232-39</b>    | <b>UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</b> (JUN 2013)<br>(IAW FAR 32.706-3)                            |
| <b>52.232-40</b>    | <b>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</b> (MAR 2023)<br>(IAW FAR 32.009-2)         |
| <b>252.232-7003</b> | <b>ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS</b><br>(DEC 2018)<br>(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.

**252.232-7004**                      **DOD PROGRESS PAYMENT RATES (DEVIATION 2020-O0010, Revision 2)**  
(MAR 2020)  
(IAW Deviation 2020-O0010, Revision 2)

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

**52.233-9001**                      **DISPUTES: AGREEMENT TO USE ALTERNATE DISPUTE RESOLUTION (ADR)**  
**(DLAD)** (DEC 2016)  
(IAW DLADFARS 33.214)

(c) If you wish to opt out of this clause, check here [    ]. Alternate wording may be negotiated with the contracting officer.

- 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)
- 52.243-1 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)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
(OCT 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))
- 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM** (JAN 2023)  
(IAW DFARS 246.870-3(a))
- 252.246-7008 SOURCES OF ELECTRONIC PARTS** (JAN 2023)  
(IAW DFARS 246-870-3(b))
- 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)
- 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)** (APR 1984)  
(IAW FAR 49.502(a)(1))

**52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS.**

(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 |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|
|             | DID Test Inspection Report DI-NDTI-80809B.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 13FEB2026 |                 |
|             | DID Test Inspection Report DI-NDTI-80809B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |                 |
|             | DID Cert Data of Material DI-MISC-81020A T.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 13FEB2026 |                 |
|             | DID Cert Data of Material DI-MISC-81020A T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           |                 |
|             | DID Cert of Compliance DI-MISC-81356A.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 13FEB2026 |                 |
|             | DID CERT OF COMPLIANCE DI-MISC-81356A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |                 |
|             | Attachment_A_Certification_for_Use_of_Boeing_Technical_Data.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 13FEB2026 |                 |
|             | Attachment_B-Certificate_of_Destruction_or_Return_of_Boeing_Technical_Data.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 13FEB2026 |                 |
|             | BRG TDP BY REFERENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 13FEB2026 |                 |
|             | Technical Data Package (TDP) – Incorporated By Reference: NSN 1650007412996AW, Part 65-5947-1.TDP/Bid-Set package with Drawings/Specifications/etc., is subject to Export Control Restrictions viewing/access restrictions and can only be viewed/accessed through the controlled access/download at <a href="https://sam.gov">https://sam.gov</a> . As such, the total TDP located at this website is incorporated by Reference. TDP includes Engineering Data List (EDL NSN 1650007412996AW, Part 65-5947-1, REV 8, 30 JAN 2026, Engineering Notes (EN) NSN 1650007412996AW, Part 65-5947-1 (Notes 1 thru 20, 47 thru 53, Rev E, dated 30 JAN 2026), and any drawings/specifications/etc. associated documents referenced in EDL/EN. Bid-Set package documents for subject NSN as identified/referenced within the |           |                 |

Solicitation, and effective as of the date of the Solicitation and the latest Solicitation Amendment(s) as applicable, are incorporated by Reference and are in full force and effect. By submission of an offer, the Offeror is certifying to the Government that the offeror has fully performed its due-diligence as a competent business entity and has fully analyzed the Performance/Technical Specifications/Delivery Schedule requirements of the solicitation and TDP, and the costs/pricing to meet all requirements of this acquisition, and that the proposed firm fixed-price offer fully encompasses this competent business decision as an independent binding offer to the Government.

26-00952-TRNSPDATA\_REPORT.pdf

26-00952-IUID.pdf

26-00952-PKGRQMT\_REPORT.pdf

**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 **336413**.

(2) The small business size standard is **1,250**.

(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](mailto: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 [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

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

**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.

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(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> |
|-------------|-----------------|------------------|--------------------|
| <hr/>       | <hr/>           | <hr/>            | <hr/>              |
| <hr/>       | <hr/>           | <hr/>            | <hr/>              |
| <hr/>       | <hr/>           | <hr/>            | <hr/>              |

(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.

**52.209-11 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.

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

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> |
|---------------------------|-----------------------------------|
| <hr/>                     | <hr/>                             |
| <hr/>                     | <hr/>                             |
| <hr/>                     | <hr/>                             |

(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.

**52.223-22 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**.

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

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) *Representation.* By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

**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](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf).

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

**52.211-14 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.

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

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

**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)

**52.247-46** **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).

## **INSTRUCTIONS TO OFFERORS (ITO) AND INSTRUCTIONS FOR PROPOSAL PREPARATION USING LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) PROCEDURES**

### **General Instructions**

**Instructions to the Offerors (ITO):**

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

**General Information**

**Point of Contact:**

The Buyer identified in Block 7 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 model contract/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 discussion.

**Electronic Offers:**

Proposals may be emailed to [logan.hurtz@us.af.mil](mailto:logan.hurtz@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 - PRICE PROPOSAL**

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

**FACTOR 2 - TECHNICAL CAPABILITY**

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.

**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 and 15 and signature and date for block 27 of the SF 1447. 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 E – Inspection and Acceptance

Complete Inspection and Acceptance address.

## Section F – Deliveries or Performance

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

## Section G – Contract Administration Data

Complete Activity Address Clause.

If applicable, annotate remittance address within proposal.

## Section H – Special Contract Requirements

Not applicable

## Section I – Contract Clauses

## Section K – Representation, Certifications, and Other Statement of Offeror's

Completed representations, certifications, acknowledgements and statements.

## Exceptions to Terms and Conditions

Exceptions 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                                         |
|---------------------------------------------|------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------|
| SOO, SOW, SPEC<br>Model Contract, ITO, etc. | Applicable Page and<br>Paragraph Numbers | Identify the requirement or<br>portion to which exception is<br>taken | Justify why the<br>requirement will<br>not be met |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

**Other Information Required**

**Authorized Offeror Personnel**

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

Person(s) that can obligate your company:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Person(s) authorized to negotiate with the Government:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Government Offices**

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

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

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

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

**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 |
|----------|-----------------|
| 0002     | \$              |
|          |                 |

**EVALUATION CRITERIA FOR AWARD** (OCT 1997)  
(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

| Evaluation Factors   | Order of Importance |
|----------------------|---------------------|
| Price or Cost        | 01                  |
| Technical Capability | 02                  |

All evaluation factors other than cost or price, when combined, are Significantly Less Important than Cost or Price.

**NOTICE FOR OPTIONS:** Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

**EVALUATION FACTORS FOR AWARD USING  
LOWEST PRICE TECHNICALLY ACCEPTABLE PROCEDURES**

**a. Basis for Contract Award**

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with Federal Acquisition Regulation (FAR) Part 15.101-2. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable offeror with the lowest evaluated cost or price, which is deemed responsible in accordance with the Federal Acquisition Regulation and whose proposal confirms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. 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: Cost/Price**

##### **FACTOR 2: Technical**

##### **a. Order of Importance**

Factor 1 (Cost/Price) and Factor 2 (Technical) are of equal importance.

##### **b. Evaluation Methodology**

Price will be evaluated first and the proposals will be listed from lowest to highest price. After price is evaluated the technical acceptability evaluation will begin; starting with the lowest evaluated priced offeror. The first proposal evaluated as technically acceptable will be considered the best value proposal and other technical evaluations will cease. Only those offerors determined to be technically acceptable will be considered for award. The technical factor rating depicts acceptable, and unacceptable.

##### **c. Cost/Price Factor (IAW 5315.305(a)(1))**

(1) For CLINs including range quantities, 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 total quantity required at time of award by the Government Requirements group.

(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.

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

Proposals for CLIN 0001 (New Manufactured Material) will be evaluated as follows:

The contractor's proposal for the range quantity under CLIN 0001 is the price factor that will be used in evaluation. The quantity that will be used within the range will be determined by the Government Requirements group prior to award. Evaluation of award will be based on the proposed unit price multiplied by the required quantity.

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

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

**e. 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.

**f. 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.