

|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                  |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>REQUEST FOR QUOTATIONS</b>                                                                                                                                                                          |                               | THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                  | <b>PAGE 1 OF 21</b> |
| 1. REQUEST NO.<br>SPE4A6-27-Q-0021                                                                                                                                                                     | 2. DATE ISSUED<br>2026 OCT 02 | 3. REQUISITION/PURCHASE REQUEST NO.<br>7004908590                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4. CERT.FOR NAT. DEF.<br>UNDER BDSA REG. 2<br>AND/OR DMS REG. 1                                                  | RATING<br>DO-C9     |
| 5. ISSUED BY<br>DLA WEAPONS SUPPORT<br>ASC COMMODITIES DIVISION<br>6090 STRATHMORE ROAD<br>RICHMOND VA 23237<br>USA<br>Buyer: Jerald Jones DJJ0032 Tel: DSN312-695-3108<br>Email: Jerald.Jones@dla.mil |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 6. DELIVER BY (Date)<br>151 DAYS ADO                                                                             |                     |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 7. DELIVERY<br><input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule) |                     |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DESTINATION                                                                                                   |                     |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | a. NAME OF CONSIGNEE<br>See Schedule                                                                             |                     |
| 8. TO:                                                                                                                                                                                                 |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | b. STREET ADDRESS                                                                                                |                     |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | c. CITY                                                                                                          |                     |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | d. STATE                                                                                                         | e. ZIP CODE         |
|                                                                                                                                                                                                        |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                  |                     |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date)<br>2026 OCT 14                                                                                    |                               | 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 5. 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 (See Continuation Sheets)                                                                                                                                                                 |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                  |                     |

See attached schedule to complete quote information.

Quoter must also complete the following:

- a. Quotation is valid for 90 days from date specified in Block 10 above unless otherwise indicated: \_\_\_\_\_.
- b. Prices quoted are:
- \_\_\_\_ Contained in Commercial Catalog or Published Price List No. \_\_\_\_\_ dated \_\_\_\_\_ page \_\_\_\_\_.
- \_\_\_\_ Contained in Internal Price List No. \_\_\_\_\_ dated \_\_\_\_\_, which may be examined at our facility.
- \_\_\_\_ Commercial sales of comparable quantities: Quantity \_\_\_\_\_; Price \_\_\_\_\_;
- \_\_\_\_ Customer \_\_\_\_\_.
- \_\_\_\_ Other (provide basis) \_\_\_\_\_.
- c. FOB Point: \_\_\_\_\_ Destination \_\_\_\_\_
- \_\_\_\_ Origin Shipping Point (City, State) \_\_\_\_\_.
- d. If delivery period shown in Block 6 is unacceptable, provide best possible delivery: \_\_\_\_\_.
- e. Remittance Address (Name, Street, City, State, ZIP): Same as Block 13 unless otherwise indicated below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- f. Vendor FAX Number: \_\_\_\_\_ Vendor Toll-Free Number: \_\_\_\_\_ Vendor E-mail: \_\_\_\_\_

|                                                                                                                                    |                         |                         |                                                      |                  |                       |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------|------------------|-----------------------|
| 12. DISCOUNT FOR PROMPT PAYMENT                                                                                                    | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%)                              | d. CALENDAR DAYS |                       |
|                                                                                                                                    |                         |                         |                                                      | NUMBER           | PERCENTAGE            |
| NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached. |                         |                         |                                                      |                  |                       |
| 13. NAME AND ADDRESS OF QUOTER                                                                                                     |                         |                         | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION |                  | 15. DATE OF QUOTATION |
| a. NAME OF QUOTER<br>CAGE                                                                                                          |                         |                         | 16. SIGNER                                           |                  | b. TELEPHONE          |
| b. STREET ADDRESS                                                                                                                  |                         |                         |                                                      |                  |                       |
| c. COUNTY                                                                                                                          |                         |                         |                                                      |                  |                       |
| d. CITY                                                                                                                            | e. STATE                | f. ZIP CODE             | c. TITLE (Type or Print)                             |                  | NUMBER                |

|                    |                                                                |                    |
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The following DLA Aviation Notices are incorporated by reference. The full-text of the notices can be found at:  
<http://www.dla.mil/Aviation/Business/IndustryResources/DLAResourcesforSuppliers/DAANs.aspx>

DAAN-13-01 Evaluation and Award for Acquisitions Below the Simplified Acquisition Threshold  
(September 2016)

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the quoters' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

☐ significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.

☒ approximately equal to cost or price; or

☐ significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

(e) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, PPIRS assessments (as applicable) will be weighed most heavily. Historical quality history and delivery schedule compliance (not captured in PPIRS) will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ☒ PPIRS-SR Assessments (52.215-9003)
- ☐ PPIRS-RC Assessments
- ☐ Historical Quality (not captured in PPIRS)
- ☐ Historical Delivery Schedule Compliance (not captured in PPIRS)
- ☐ Other (specify):

(End of Notice)

DANN-13-01 (ALT I) Evaluation and Award for Acquisitions Below the Simplified Threshold (ALT I)  
(September 2016)

(a) Quoted Delivery. The Government will evaluate the quoter's compliance with the delivery schedule specified in the solicitation. Quoting a greater number of days delivery than requested under the solicitation will result in the quote being evaluated less favorably than an a quote meeting the requested delivery schedule. There will be no evaluation preference for quoted delivery which is earlier than the requested delivery schedule.

(b) Non-Price Factors. Quoted delivery and past performance will be evaluated equally, unless indicated otherwise below.

( ) Quoted delivery is weighed more heavily than past performance.

( ) Past Performance is weighed more heavily than quoted delivery.

(End of Notice)

DAAN-13-02 Notification of Rejection of Unilateral Award (September 2016)

INSPECTION ACCEPTANCE: ORIGIN

FOB: ORIGIN

QTY VARIANCE: PLUS 0% MINUS 0%

CRITICAL APPLICATION ITEM

CONFIGURATION CONTROL APPLIES

CONTINUED ON NEXT PAGE

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SECTION B

SUPPLIES/SERVICES: 3110-00-100-3617

ITEM DESCRIPTION:

CONE AND ROLLERS, TAPERED ROLLER BEARING  
ABMA CLASS 2 TOLERANCES APPLY

RQ017: PHYSICAL IDENTIFICATION/BARE ITEM MARKING

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:  
  
<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>

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

RD003, COVERED DEFENSE INFORMATION POTENTIALLY APPLIES

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

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

RQ009: INSPECTION AND ACCEPTANCE AT ORIGIN

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

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

RT001: MEASURING AND TEST EQUIPMENT

MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO(>,<)> OR COME IN DIRECT CONTACT WITH(>,<)> ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D). THIS ITEM IS IDENTIFIED AS A COMMERCIAL ITEM - (TO INCLUDE 'COMMERCIAL OF A TYPE')

IDENTIFY TO:  
BEARING RESTRICTION:  
RESTRICTION ON THE ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)

AN AWARD FROM THIS SOLICITATION CAN ONLY BE MADE FOR A BEARING MANUFACTURED IN THE UNITED STATES, ITS OUTLYING AREAS, OR CANADA AND FOR EACH BALL OR ROLLER BEARING, THE COST OF THE BEARING COMPONENTS (ROLLING ELEMENTS, RETAINER, INNER RACE, OR OUTER RACE) MANUFACTURED IN THE UNITED STATES, ITS OUTLYING AREAS, OR CANADA MUST EXCEED 50% OF THE TOTAL COST OF THE BEARING COMPONENTS OF THAT BALL OR ROLLER BEARING. SEE DFARS CLAUSE 252.225-7016, RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS.

A CONTRACTOR'S DECLARATION ON THE DOMESTIC/FOREIGN NATURE OF MATERIAL BEING OFFERED IS REQUIRED. PLEASE VISIT THE FOREIGN BEARING WEBSITE AT

CONTINUED ON NEXT PAGE

**SECTION B**

SUPPLY/SERVICE: 3110-00-100-3617 CONT'D

<https://www.dla.mil/Aviation/Business/Foreign-Bearing-Waiver/>. TO OBTAIN A COPY OF THE CONTRACTOR'S DECLARATION. PLEASE PRINT, COMPLETE, SIGN AND HAVE READY FOR SUBMISSION UPON REQUEST FROM THE BUYER. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN YOUR QUOTE NOT BEING CONSIDERED FOR AWARD.

IN THE EVENT NO OFFERED BEARINGS MEET THIS SOURCING REQUIREMENT, THIS SOLICITATION MAY BE CANCELLED OR HELD PENDING A WAIVER APPROVAL REQUESTED BY THE PROCUREMENT ACTIVITY. UPON RECEIPT OF AN APPROVED WAIVER FROM THE DOMESTIC SOURCING RESTRICTION, THE REQUIREMENT MAY BE RE-SOLICITED OR BUYER MAY REQUEST A QUOTE EXTENSION. SEE DFARS 225.7009-4, WAIVER, RESTRICTION ON BALL AND ROLLER BEARINGS.

## CRITICAL APPLICATION ITEM

TDP Rev D Gen 4  
IAW BASIC CID A-A-59649C NOT 2  
REVISION NR C DTD 08/10/2021  
PART PIECE NUMBER: AA59649-354A

TDP Rev D Gen 4  
IAW REFERENCE QAP 13873 QAP-B02  
REVISION NR B DTD 12/11/2013  
PART PIECE NUMBER:

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

[https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit\\_of\\_Issue\\_and\\_Purchase\\_Unit.xlsx&wdOrigin=BROWSELINK](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.dla.mil%2FPortals%2F104%2FDocuments%2FDLMS%2FeApplications%2FLogDataAdmin%2FUnit_of_Issue_and_Purchase_Unit.xlsx&wdOrigin=BROWSELINK)

| ITEM NO. | SUPPLIES/SERVICES                                                   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|----------|---------------------------------------------------------------------|-----------|------|------------|----------|
| 0001     | 3110-00-100-3617<br>CONE AND ROLLERS<br>, TAPERED ROLLER<br>BEARING | 1,140.000 | EA   | \$ _____   | \$ _____ |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 151 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1E  
QUP:001 PRES MTHD:ZZ CLNG/DRY:1 PRESV MAT:ZZ

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SECTION B

SUPPLY/SERVICE: 3110-00-100-3617 CONT'D

WRAP MAT:ZZ CUSH/DUNN MAT:ZZ CUSH/DUNN THKNSS:C  
UNIT CONT:ZZ OPI:M  
INTRMDTE CONT:ZZ INTRMDTE CONT QTY:0  
PACK CODE:U  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE:ZZ -ZZ Special Requirements

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

PRESERVATION, PACKAGING, PACKING, AND MARKING REQUIREMENTS SHALL BE IN ACCORDANCE WITH MIL-DTL-197M.  
1. METHOD OF PRESERVATION SHALL BE DETERMINED BY BEARING TYPE AND SIZE (REFER TO TABLE I).  
2. PARAGRAPH 3.10.2, SELECTION OF UNIT PRESERVATION, APPLIES. PROTECTIVE LUBRICANT OR PRESERVATIVE COMPOUND SHALL BE DETERMINED DEPENDENT UPON BEARING TYPE AND CLOSURE IN ACCORDANCE WITH PARAGRAPH 3.3.4 AND TABLE II. FOR PRESERVATION PROCESS CONTROLS, DEPENDANT UPON BEARING TYPE, CLOSURE, AND LUBRICANT(>,<)> PARAGRAPHS 3.4 THROUGH 3.9 APPLY.  
3. PACKAGING PRECAUTIONARY MARKING REQUIREMENTS OF PARAGRAPH 3.12.4 APPLY.  
4. CONTRACTOR'S PACKAGING FACILITY SHALL ADHERE TO THE QUALITY ASSURANCE VERIFICATION REQUIREMENTS AS CONTAINED WITHIN SECTION 4 OF MIL-DTL-197M.  
...END OF SPECIAL PACKAGING INSTRUCTIONS...

IP056: MERCURY OR MERCURY COMPOUNDS ARE PROHIBITED IN PRESERVATION, PACKAGING, PACKING AND MARKING.

PARCEL POST ADDRESS:  
SW3120  
DLA DISTRIBUTION ANNISTON  
TRANS OFFICER 256-676-2894  
7 FRANKFORD AVE BLDG 362  
ANNISTON AL 36201-4199  
US

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

FREIGHT SHIPPING ADDRESS:  
SW3120  
DLA DISTRIBUTION ANNISTON  
TRANS OFFICER 256-676-2894  
7 FRANKFORD AVE BLDG 362  
ANNISTON AL 36201-4199  
US

|          |            |      |             |               |                   |                                 |
|----------|------------|------|-------------|---------------|-------------------|---------------------------------|
| GOVT USE |            |      |             |               |                   |                                 |
| ITEM     | PR         | PRLI | External PR | External PRLI | External Material | Customer RDD/<br>Need Ship Date |
| 0001     | 7004908590 | 0001 | N/A         | N/A           | N/A               | 07/13/2024                      |

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## SECTION C - SPECIFICATIONS/SOW/SOO/ORD

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

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

As prescribed in 46.311, insert the following clause:

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

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

[Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of Clause)

### E05 PRODUCT VERIFICATION TESTING (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing. The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractor's sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number [ ] and Lot/Item Number [ ] adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

(a) Hard copies of the contract;

(b) Material certifications/process operation sheets; and

(c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

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## SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

## SECTION G - CONTRACT ADMINISTRATION DATA

### G01 ADDITIONAL WIDE AREA WORKFLOW (WAWF) INFORMATION (AUG 2017)

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

As prescribed in [232.7004](#) (b), use the following clause:

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

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

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

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

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

#### Routing Data Table \*

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

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## SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)

| Field Name in WAWF        | Data to be entered in WAWF | Guidance                        |
|---------------------------|----------------------------|---------------------------------|
| Mark For Code             | SEE SECTION B              | (If blank, see resulting award) |
| Service Approver (DoDAAC) |                            | (If blank, see resulting award) |
| Service Acceptor (DoDAAC) |                            | (If blank, see resulting award) |
| Accept at Other DoDAAC    |                            | (If blank, see resulting award) |
| LPO DoDAAC                |                            | (If blank, see resulting award) |
| DCAA Auditor DoDAAC       |                            | (If blank, see resulting award) |
| Other DoDAAC(s)           |                            | (If blank, see resulting award) |

(\* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")  
(\*\* Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**See administer listed on page 1**

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

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

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

## SECTION I - CONTRACT CLAUSES

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

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

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

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

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

**252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) DFARS**

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

*Commercial product, commercial service and commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR) [2.101](#).

*Subcontract* includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR [3.1004](#)(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community --see FAR [3.900](#)(a).

(iv) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(v) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause [52.204-21](#).

(vi) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(vii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1) (A) of Pub. L. 115-232).

(viii) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)(A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders --Prohibition. (Dec 2023) ( [Pub. L. 115 -390](#), title II).

(B) Alternate I (Dec 2023) of [52.204-30](#).

(x) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [15 U.S.C.637](#)(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(xi) [Reserved]

(xii) [Reserved]

(xiii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212(a));

(xiv) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C.793).

(xv) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xvi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xvii)(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#)(22 U.S.C. chapter 78 and E.O. 13627).

(xviii) [52.222-55](#), Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flow down is required in accordance with paragraph (k) of FAR clause [52.222-55](#).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause [52.222-62](#).

(xx)(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)) if flow down is required in accordance with [52.224-3](#)(f).

(B) Alternate I (Jan 2017) of [52.224-3](#), if flow down is required in accordance with [52.224-3](#)(f) and the agency specifies that only its agency-provided training is acceptable).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) , if flow down is required in accordance with paragraph (c) of FAR clause [52.232-40](#).

(xxiii) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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

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

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## SECTION I - CONTRACT CLAUSES (CONTINUED)

### 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

As prescribed in 46.710(a)(1), insert a clause substantially as follows:

(a) Definitions. As used in this clause.

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **One year or end term of contract agreement** [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time].

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **45 days** [Contracting Officer shall insert specific period of time; e.g., “45 days of the last delivery under this contract,” or “45 days after discovery of the defect”].

(2) Within a reasonable time after the notice, the Contracting Officer may either.

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer.

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor.

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

Basic. As prescribed in 247.574(b) and (b)(1), use the following clause:

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

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any water-borne transportation aboard a ship, vessel, boat, barge, ferry, or the like outside the internal waters of the United States as defined in 33 CFR 2.24.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means supplies that are clearly identifiable for eventual use by or owned by DoD at the time of transportation by sea, or are otherwise transported by DoD, regardless of ownership or use by DoD. An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

“U.S.-flag vessel” means either a vessel belonging to the United States or a vessel of the United States as that term is defined in 46 U.S.C. 116.:

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Other than commercial products; or

(B) Commercial products that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request, via the Contracting Officer, a waiver of the requirement to use a U.S.-flag vessel, or identification of any available U.S.-flag vessels, if the Contractor or a subcontractor sufficiently explains that --

(1) U.S.-flag vessels are not available at a fair and reasonable rate for commercial vessels of the United States; or

(2) U.S.-flag vessels are otherwise not available.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, however, if a DoD waiver is not approved prior to shipper's sailing date, this will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of current, diligent efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of quotes will suffice for this purpose. Copies of telephone notes, emails, and other relevant communications will otherwise be considered for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the carrier.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had received a prior-approved waiver for U.S.-flag vessels for all foreign-flag ocean transportation; or

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

|   |                  |                        |          |
|---|------------------|------------------------|----------|
| * | ITEM DESCRIPTION | CONTRACT LINE<br>ITEMS | QUANTITY |
|---|------------------|------------------------|----------|

|                    |                                                                |                     |
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## SECTION I - CONTRACT CLAUSES (CONTINUED)

| *     | ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|-------|------------------|---------------------|----------|
| TOTAL |                  |                     |          |

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) Subcontracts. In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

### 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

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

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

As prescribed in 52.107(b), insert the following clause:

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

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

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

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

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

Include the following provision in all solicitations, including solicitations for the acquisition of commercial items under FAR part 12, that will use funds made available by the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions as contained in section 8116, division C, title VIII, of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260).

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

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

(End of provision)

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

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

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

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

As prescribed in 204.1202, use the following provision:

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

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

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

☐ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment --Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services --Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy) --Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain) --Representation. Applies to solicitations and contracts when contract performance will be in Spain.

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

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments --Representation.

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

| FAR/DFARS Provision # | Title | Date | Change |
|-----------------------|-------|------|--------|
|                       |       |      |        |

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

(End of provision)

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

As prescribed in [7.203](#), insert the following provision:

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

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

#### OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|-----------------|-------|
|      |          |                 |       |

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|-----------------|-------|
|      |          |                 |       |
|      |          |                 |       |

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

(End of provision)

### 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (DEVIATION 2026-00038) (FEB 2026) FAR

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

(End of provision)

### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2026-00038) (FEB 2026) FAR

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

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation Date)

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

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

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

(b) The Offeror represents that -

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

### 52.225-18 PLACE OF MANUFACTURE (AUG 2018) FAR

As prescribed in 25.1101(f), insert the following solicitation provision:

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.  
(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --  
(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or  
(2) ☐ Outside the United States.  
  
(End of provision)

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

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

| Line Item Number | Country of Origin |
|------------------|-------------------|
|                  |                   |
|                  |                   |
|                  |                   |

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|------------------|------------------------------|---------------------------------------|
|                  | &ZF_225_7000_081&            |                                       |
|                  |                              |                                       |
|                  |                              |                                       |

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).  
Domestic end products containing a critical component or a critical item: Line Item Number [List as necessary]  
(End of provision)

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

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

Use the following provision in solicitations that include the clause at 252.225-7967:  
(a) Definitions. The terms *business operations* and *fossil fuel company* have the meanings given in the 252.225-7967 clause of this solicitation.  
(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by --  
(1) An authority of the government of the Russian Federation; or  
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas --

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

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

(End of provision)

### 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-00038) (FEB 2026) FAR

As prescribed in 40.205(a), insert the following provision:

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

*Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component* have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means --

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

*Sensitive technology* --

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

(b) *Procedures.*

- (1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders.*

- (i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

- (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

- (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) --

- (1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
- (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

### (f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer --

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if --

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

### (g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

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

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

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

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

(End of provision)

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

As prescribed in 240.270-6(b), use the following provision:

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services --Representation, that it "does not provide covered defense telecommunications equipment or services as a part

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

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

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

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

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

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

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

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

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

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

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

(End of provision)

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

**52.204-7 SYSTEM FOR AWARD MANAGEMENT -- REGISTRATION (DEVIATION 2026-00038) (FEB 2026) FAR**

**L01 ELECTRONIC AWARD TRANSMISSION (JUN 2020)**

**L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)**

Offerors shall select one of the following alternatives for paperless order transmission:

☐ American National Standards Institute (ANSI) X12 Standards through a value added network (VAN) approved by DLA Transaction Services; or  
☐ Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

Offerors must register on the [DLA Internet Bid Board System \(DIBBS\)](https://www.dibbs.bsm.dla.mil/) (<https://www.dibbs.bsm.dla.mil/>) to receive email notification. If the offeror elects ANSI/VAN order transmission, DLA will send Electronic Data Interchange (EDI) transaction sets at time of award. The contractor shall acknowledge receipt of transaction sets with a functional acknowledgement or order receipt message within 24 hours. If the contractor receives the award transaction set on a weekend or Federal holiday, the contractor shall acknowledge receipt on the next business day. This acknowledgement will confirm that the contractor's interface with the system is working as needed for contract ordering.

Offerors can obtain information regarding EDI, ANSI X12 transactions, and VANs approved by DLA Transaction Services at [Defense Automatic Addressing System \(DAAS\) Value Added Network List](https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp) (<https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>).

Offerors should direct questions concerning electronic ordering to the appropriate procuring organization point of contact below:

DLA Land and Maritime, [Helpdesk.EBS.L&M.LTCs@dlamail](mailto:Helpdesk.EBS.L&M.LTCs@dlamail)

DLA Troop Support, [dlaedigroup@dlamail](mailto:dlaedigroup@dlamail)

DLA Aviation, [avnprocsysproceddiv@dlamail](mailto:avnprocsysproceddiv@dlamail), phone # 804-279-4026

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

**L06 AGENCY PROTESTS (DEC 2016)**

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

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

**SECTION M - EVALUATION FACTORS FOR AWARD**

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