SOLICITATION/CONTRACT

BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, and 27

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: **DX: A1**

PAGE OF

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE	6. SOLICITATION ISSUE DATE
		FA8118-26-R-0046	☐ SEALED BIDS (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	**12 JUN 2026**

7. ISSUED BY CODE **FA8118**

DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303
BUYER: Mark Green/AFSC/PZABB
mark.green.29@us.af.mil
Phone: (405) 739- 5457

NO COLLECT CALLS

8. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: **100** % FOR:

☒ SMALL BUSINESS
☐ HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8(A)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

NORTH AMERICAN INDUSTRY CLASSIFICATI SYSTEM (NAICS): **336413**

SIZE STANDARD: **1,250**

9. *(Agency Use)*

LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. SOLICITATION: OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL **13-JUL-2026 3:00PM**

10. ITEMS TO BE PURCHASED *(Brief Description)*

☒ SUPPLIES ☐ SERVICES **Other Aircraft Part and Auxiliary Equipment Manufacturing**

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____

CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

12. ADMINISTERED BY CODE

SCD:A

13. CONTRACTOR OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER UNIQUE ENTITY IDENTIFIER

☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

14. PAYMENT WILL BE MADE BY CODE

(SEE ESP CLAUSE 252.232-7003.)

SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: **14** **EFT:T**

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 253 ( )

17. ITEM NUMBER	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	THIS IS A TOTAL SMALL BUSINESS SET-ASIDE. **Subject to the terms and conditions stated herein, the Contractor agrees to hold its offered prices firm for 120 days.** **A 5-YEAR (THREE YEAR BASIC AND 1 TWO-YEAR OPTION PERIODS) FIRM FIXED PRICE (IDIQ) TYPE CONTRACT IS CONTEMPLATED** **SEE LINE ITEM SCHEDULE**			**Total**	

23. ACCOUNTING AND APPROPRIATION DATA

SEE SCHEDULE

24. TOTAL AWARD AMOUNT *(For Government Use Only)*

$

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO

☒ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION

☐ NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR

28. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

NAME AND TITLE OF SIGNER *(Type or Print)*	DATE SIGNED	NAME OF CONTRACTING OFFICER	DATE SIGNED

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER *(Specify)*		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM *(Include ZIP Code)*	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:

ATTN: Mark Green/AFSC/PZABB
DEPARTMENT OF THE AIR FORCE, AFSC PZABB
3001 STAFF DR STE 1AC4 99A
TINKER AFB OK 73145-3303

SOLICITATION NUMBER **FA811826R0046**

DATE AND LOCAL TIME 13 JUL 2026 3:00 PM

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

REMANUFACTURE

A 5-YEAR Firm-Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) with a 3-Year basic period and (1) one (2) Two Year options TYPE CONTRACT is contemplated.

NOTE: It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit certified cost or pricing data at the time of proposal. However, after receipt of proposals, it is determined that adequate price competition does not exist, a request for other than certified cost or pricing data may be required in accordance with FAR 15.403-1(b)(1).

52.232-18 Availability of Funds. As prescribed in 32.706-1(a), insert the following clause: Availability of Funds (Apr 1984)

> **Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.**

(a) A Pre-Award Survey and/or Initial Production Evaluation (IPE) is required. Details are provided in Appendix A, paragraphs 1.2 and 1.3 respectively.

(b) The contractor shall furnish all material, plant facilities, labor, parts, equipment, and expertise necessary to perform the remanufacture required to restore the end item to a like-new condition. The contractor shall also accomplish ALL necessary packing and preservation and packaging. **ALL work shall be completed in accordance with the requirements specified herein (including attachments hereto) and all costs associated with work specifications, technical orders, and/or cost associated with Over and Above request (excluding missing parts) shall be included in the unit price. The government shall only pay the contractor for missing components after review and approval of O&A request. No additional cost will be allowed (i.e. material handling, profit, direct or indirect costs).**

(c) Qualification requirements apply. Interested vendors that have not been previously qualified for this acquisition must submit a Source Approval Request (SAR) package to the Tinker AFB Small Business Office. For questions regarding the Tinker SAR Process or related issues, these inquiries should be submitted to the TAFB Small Business Office at: AFSC/SB, 3001 Staff Drive, Suite 1AG 85A, Tinker AFB, OK 73145-3009. Email: afsc.sb.workflow@us.af.mil Website: https://www.afsc.af.mil/units/sbo/index.asp. The actual SAR package submission itself shall be submitted electronically through DoD SAFE at https://safe.apps.mil/. DoD SAFE is a safe and secure option for large file submissions. If you have a PKI Certificate, the SAR can be sent directly to the email address below via DoD SAFE. If you do not have a PKI Certificate, then you must send a standard email message to the email address below and ask that they "Request a Drop-Off" to your email via DoD SAFE, which will enable you to be able to upload the SAR Submission Package documents to DoD SAFE.

429SCMS.SASPO.Workflow@us.af.mil

For more information on the Strategic Alternate Sourcing Program, please visit: https://www.tinker.af.mil/Home/429SCMS-SASPO/

As prescribed in FAR 9.202(e), the contracting officer need not delay a proposed award in order to provide a potential offeror with an opportunity to demonstrate its ability to meet the standards specified for qualification.

(d) In order to receive any technical data related to this acquisition, offerors must send an email request to **Mark Green at mark.green.29@us.af.mill.** Release of any data is subject to applicable data rights. The request shall be on company letterhead and include the applicable solicitation number, the specific data needed (including TO(s)), and a copy of the current, approved DD Form 2345. The form, including instructions for completing the form, is available at:
http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2220.html. The Government is not responsible for incomplete, misdirected, or untimely requests.**

In order to receive drawings (previously done through JEDMICS), contractors will need to request access to the A-Team via a DD Form 2875. Requests will be made to wralc.tila.centra@us.af.mil. The PCO listed above will be the government sponsor for the DD Form 2875.

(e) GOVERNMENT PROPERTY FURNISHED FOR REPAIR (FAR 16.503(c))

Failure of the Government to furnish such items in the amounts or quantities described in the Schedule as “estimated” or “maximum” will not entitle the contractor to any equitable adjustment in price under the Government Property clause of the contract.

(f) END ITEMS BEYOND REMANUFACTURE
"Reparable End Items" are defined as end items which can be restored to a serviceable condition, in accordance with applicable requirements. Some units of items listed in Section B may, upon disassembly and/or inspection, be determined to be beyond the overhaul limits specified in the Work Specification and/or Technical Orders. Any cost for work performed by the Contractor prior to determination that such equipment is beyond these limits, shall be included in the unit price(s) of the listed item(s).

(g) If the contractor estimates that any item is not reparable (i.e. beyond overhaul), the Contractor shall promptly notify the administrative contracting officer in writing and shall not perform further overhaul on any such items except at the direction of the administrative contracting officer (ACO). Upon written confirmation from the ACO that a particular item is not reparable, the contractor shall dispose of the unit in the manner directed by the ACO.

Contractors are cautioned that until a contract is executed, any effort performed in support of the anticipated effort is performed strictly at their own risk and expense. There is no authorization to begin performance until the contractor has received a duly authorized contract signed by the Contracting Officer. Also, this request for proposal is not to be construed to mean that the award of a contract is assured, as the availability of funds, timely submission of all requested documents, and acceptance by both parties are prerequisite to any contract award.

(h) Condemned units shall not be counted as production.

(i) In the event there are component part(s) with long lead times, the awardee is responsible for securing necessary parts to meet the Government’s required delivery schedule.

(j) In the event that DFARS clause 252.217-7001, Surge Option, is invoked, quantities and prices will be negotiated at that time. The fill-in data in Clause 252.217-7001 will be TBD until a surge is known and negotiations are necessary.

(k) Item Unique Identification (IUID) marking is required in accordance with DFARS 252.211-7003. Contractor determined location and method of marking is acceptable.

(l) All quantities specified herein represent the total contract quantities for all five years combined. The ordering period for each line item shall extend from the contractual effective data to five years thereafter or until the maximum quantity for each line item is reached, whichever comes first.

Line Item 0001	NSN: 1660-01-150-9084	BEQ 15 each (3-Year Basic)
Line Item 1001	NSN: 1660-01-150-9084	BEQ 10 each (2-Year Option)
Line item 0002	Over and Above (3-year basic)	
Line item 1002	Over and Above (2-Year Option)	
Line item 0003	DATA (Not Separately Priced (3-year basic)	
Line item 0003	DATA (Not Separately Priced (2-Year Option)	

(m) This Solicitation contemplates award of a five-year Indefinite Delivery Indefinite Quantity (IDIQ) Type Contract. Reference Clauses 52.216-19 – Delivery-Order Limitations, 52.216-22 – Indefinite Quantity

(n) In accordance with the attached CAV AF Reporting Requirements (see the document listed in Section J), the contractor must include a DD1348-1when assets are shipped. DCMA Quality Assurance Representatives (QARs) will not approve or sign the DD1348-1 but will ensure DD1348-1 is included with each returned asset. If a DD1348-1 is not included with each returned asset, DCMA will not sign the DD250.

(o) In accordance with DAFFARS 5309.105-1 the Supplier Performance Risk System (SPRS) is checked for supplier risk assessments when determining responsibility. DFARS 252.204.7303(b) states that the contracting officer shall verify that the summary level score of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old, unless a lesser time is specified in the solicitation) for each covered contractor information system that is relevant to an offer, contract, task order, or delivery order are posted in Supplier Performance Risk System (SPRS). Offerors are required to represent they will implement National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 SP 800-171 (reference the provision DFARS 252.204-7008). **A score of 110 must be in SPRS, if assessment score is less than 110, contractors must submit a plan with their proposal to become compliant.**

(p) OMBUDSMAN
An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern. Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other

processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, **AFSC/PZC at 405-736-3273**. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

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

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

Item No.
0001

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price	Estimated Total Price
15	EA		

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s)	Line Item(s)
FD20302302178 04	0001

Priority: R

Limitations of Liability: Other Than High Value Item

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

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -1

Item No.
0001AA

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price	Estimated Total Price
5	EA		

CLIN	ACRN	ACRN Total
0001AA	AA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s)	Line Item(s)

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -1

FD20302302178 04 0001
Priority: R

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

IUID Required: Yes

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	PACRN	Mark For
A SW3211	PAB	acct 09

	Type / Ship To	Quantity (U/I)	*ARO 1 ea per month beginning 30 days after receipt of delivery order and/or reps .	Req No / Pri
Required Delivery	A SW3211	1 EA	*30 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

SW3211

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -2

Item No.
0001AB

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price	Estimated Total Price
5	EA		

CLIN	ACRN	ACRN Total
0001AB	AA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s) **Line Item(s)**

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -2

FD20302302178 04 0001
Priority: R

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

IUID Required: Yes

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	PACRN	Mark For
A SW3211	PAB	acct 09

	Type / Ship To	Quantity (U/I)	*ARO 1 ea per month beginning 30 days after receipt of delivery order and/or reps .	Req No / Pri
Required Delivery	A SW3211	1 EA	*30 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

SW3211

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -3

Item No.
0001AC

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price	Estimated Total Price
5	EA		

CLIN	ACRN	ACRN Total
0001AC	AA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s) **Line Item(s)**

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic -Year -3

FD20302302178 04 0001
Priority: R

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

IUID Required: Yes

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	PACRN	Mark For
A SW3211	PAB	acct 09

	Type / Ship To	Quantity (U/I)	*ARO 1 ea per month beginning 30 days after receipt of delivery order and/or reps .	Req No / Pri
Required Delivery	A SW3211	1 EA	*30 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

SW3211

OVER AND ABOVE

3 Year Basic

Item No.
0002

To Be Negotiated

Quantity	U/I	Unit Price
1	LO	TBN

DESCRIPTION

"OVER AND ABOVE WORK" Means work discovered during the course of performing, overhaul, maintenance, and repair efforts that is –

(i) Within the general scope of the contract

(ii) Not covered by the line item(s) for the basic work under the contract, and

(iii) Necessary in order to satisfactorily complete the contract

"Over and above work" shall be performed IAW the Appendix A and DFARS clause 252.2177028.
The Government shall be the sole authority to determine whether over and above work is appropriate. When over and above work is required a sub CLIN shall be established on the order for authorization and funding. Delivery will be as negotiated between the Contractor and ACO/PCO.

FIXED PRICED ITEMS

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed, either the Contractor or the Contracting Officer (Administrative or Procuring) may request a negotiation to establish a
Firm fixed price for that item for the remaining life of the contract.

Fixed priced items shall be defined as they are negotiated.

Over and Above

Associated Document(s)	**Line Item(s)**
FD20302302178 04	0002

Priority: R

DATA

3 Year Basic

Item No.
0003

To Be Negotiated

Quantity	**U/I**	**Unit Price**
1	LO	TBN

EXHIBIT	ITEM NO.	RELATED LINE ITEM NO.	DATA ITEM DECRIPTION	QTY	FREQ	UNIT PRICE	TOTAL PRICE
A	A001	0001	Commercial Asset Visibility (CAV) Reporting	1	DAILY	NSP	NSP
A	A002	0001	Contract Depot Maintenance (CDM) Monthly Production Report	1	MTHLY	NSP	NSP
A	A003	0001	Government Property (GP) Inventory Report	1	ANNLY	NSP	NSP
A	A004	0001	Report of Shipping (Item) and Packaging Discrepancy	1	TBD	NSP	NSP
A	A005	0001	Production Surge Plan	1	TBD	NSP	NSP

NSP = NOT SEPARATELY PRICED

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

Data
DATA - Not Separately Priced (NSP)

Associated Document(s)	**Line Item(s)**
FD20302302178 04	0003

Priority: R

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

Item No.
1001

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price
10	EA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s)	Line Item(s)
FD20302302178 04	0001

Priority: R

Limitations of Liability: Other Than High Value Item

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

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

Item No.
1001AA

Firm Fixed Price

Best Estimated Qty	U/I	Unit Price	Estimated Total Price
5	EA		

CLIN	ACRN	ACRN Total
1001AA	AA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	Part Number
70210	191390-2-1
70210	191390-2-2

Associated Document(s)	Line Item(s)
FD20302302178 04	0001

Priority: R

Limitations of Liability: Other Than High Value Item

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

Title	Number	Date	Tailoring
ISO	9001-2015	2008	

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

IUID Required: Yes

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 ea per month beginning 30 days after receipt of delivery order and/or reps .**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*30 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

SW3211

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

Item No.
1001AB

Firm Fixed Price

Best Estimated Qty	**U/I**	**Unit Price**	**Estimated Total Price**
5	EA		

CLIN	**ACRN**	**ACRN Total**
1001AB	AA	

NSN: 1660-01-150-9084
HEAT EXCHANGER,AIR

Manufacturer	**Part Number**
70210	191390-2-1
70210	191390-2-2

Associated Document(s)	**Line Item(s)**
FD20302302178 04	0001

Priority: R

Limitations of Liability: Other Than High Value Item

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

Title	**Number**	**Date**	**Tailoring**
ISO	9001-2015	2008	

REMANUFACTURE OF C130 HEAT EXCHANGER, AIR

3-Year Basic Information CLIN

IUID Required: Yes

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

TYPE / SHIP TO CODE	F.O.B.
A SW3211	ORIGIN

Type / Ship To	**PACRN**	**Mark For**
A SW3211	PAB	acct 09

	Type / Ship To	**Quantity (U/I)**	***ARO 1 ea per month beginning 30 days after receipt of delivery order and/or reps .**	**Req No / Pri**
Required Delivery	A SW3211	1 EA	*30 Calendar Days	
Proposed Delivery	A SW3211	1 EA		

SW3211

OVER AND ABOVE

3 Year Basic

Item No.
1002

To Be Negotiated

Quantity	**U/I**	**Unit Price**
1	LO	TBN

DESCRIPTION

"OVER AND ABOVE WORK" Means work discovered during the course of performing, overhaul, maintenance, and repair efforts that is –

(i) Within the general scope of the contract

(ii) Not covered by the line item(s) for the basic work under the contract, and

(iii) Necessary in order to satisfactorily complete the contract

"Over and above work" shall be performed IAW the Appendix A and DFARS clause 252.2177028.
The Government shall be the sole authority to determine whether over and above work is appropriate. When over and above work is required a sub CLIN shall be established on the order for authorization and funding. Delivery will be as negotiated between the Contractor and ACO/PCO.

FIXED PRICED ITEMS

At any time during contract performance, when sufficient data becomes available on a repetitive task being performed, either the Contractor or the Contracting Officer (Administrative or Procuring) may request a negotiation to establish a

Firm fixed price for that item for the remaining life of the contract.

Fixed priced items shall be defined as they are negotiated.

Over and Above

Associated Document(s)	**Line Item(s)**
FD20302302178 04	0002

Priority: R

2 Year Options

Item No.
1003

To Be Negotiated

Quantity	**U/I**	**Unit Price**
1	LO	TBN

EXHIBIT	ITEM NO.	RELATED LINE ITEM NO.	DATA ITEM DECRIPTION	QTY	FREQ	UNIT PRICE	TOTAL PRICE
A	A001	0001	Commercial Asset Visibility (CAV) Reporting	1	DAILY	NSP	NSP
A	A002	0001	Contract Depot Maintenance (CDM) Monthly Production Report	1	MTHLY	NSP	NSP
A	A003	0001	Government Property (GP) Inventory Report	1	ANNLY	NSP	NSP
A	A004	0001	Report of Shipping (Item) and Packaging Discrepancy	1	TBD	NSP	NSP
A	A005	0001	Production Surge Plan	1	TBD	NSP	NSP

NSP = NOT SEPARATELY PRICED

SEE DFARS 252.204-7002, Payment for Subline Items Not Separately Priced

The award of any or all reports shall be at the sole discretion of the Government. The Government reserves the right to delete each line item of data and/or reports that the Government does not desire prior to and after final award.

Data
DATA - Not Separately Priced (NSP)

Associated Document(s)	**Line Item(s)**
FD20302302178 04	0003

Priority: R

SHIP TO / PLACE OF PERFORMANCE

TYPE/CODE: + CNOTE

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

TYPE/CODE: A SW3211
DLA DISTRIBUTION DEPOT OKLAHOMA
3301 F AVE CEN REC BLDG 506 DR 22
TINKER AFB OK 73145-8000
TINKER AFB OK 73145-8000
TINKER AFB OK 73145-8000 OK
USA

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

IAW CDRLs

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

MIL-STD-130: Items shall be marked in accordance with MIL-STD-130. The National Stock Number (NSN), and when assigned, the Configuration Item Identifier (CII), serial number, and military type designation information shall be marked on major assemblies, units, groups, and sets. Special attention must be given to requirements governing the application of the actual manufacturer's Federal Supply Code for Manufacturers (FSCM) to the physical item. Items which are excluded in accordance with paragraph 1.1 of MIL-STD-130, Revision M, shall be marked in accordance with the appropriate document.

2. PACKAGE AND CONTAINER MARKING: Shipments will not be made until the NSN has been assigned, unless specifically authorized by the Contracting Officer.
MIL-STD-129/ASTM-D-3951:

28. Interior packages and shipping containers shall be marked in accordance with MIL-STD-129 when Military packing is specified and ASTM-D-3951 when commercial packaging is specified. The requirements of paragraph 2.h apply regardless of which packaging is utilized.

(1) Design manufacturer's name, trademark or manufacturer's code (from Cataloging Handbook H4-1 or H4-2), identifying number, and serial number, when applicable, shall be included in the identification marking.
(2) When applicable, the Air Force project designator code shall be included as the last line of the address marking and the project name related to the project code shall be marked in the clear on the exterior shipping container.

b. Tags and labels, when required, shall be contractor's tags or labels conforming to the requirements of MIL-STD-129 or as approved by the procuring activity. Contractor's forms which indicate serviceable condition shall not be any shade of green or red. Labels are authorized to be used on metal containers. Items requiring technical order (T.O.) certification shall be annotated on inner and outer container tags or label with T.O. compliance.

(ii) When dummy containers are used in a unitized load, the dummy containers shall be clearly marked "DUMMY CONTAINER" and located in the load so that the marking will be plainly visible to receiving and storage personnel.

(iii) All interior packages and shipping containers for articles and materials classified as hazardous or restricted under provisions of Title 49, Code of Federal Regulations, or AFR 71-4/DLAM 4145.3/TM 38-250/NAVSUP PUB 505/MCO P4030.19 shall be marked, regardless of exemption for mode of transportation, with proper shipping name of item; flash point of all liquids having a flash point of 200 degrees F. or below; and percentage concentration of acids and corrosive liquids. In addition, the quantity of each hazardous or restricted material included in a container shall be annotated adjacent to the shipping name of the item, e.g., Acetic Acid (80% concentration) -- 1 qt.

(iv) On shipments of firearms regardless of mode of transportation, selected elements of identification and contractor data markings shall be omitted or obliterated in accordance with the requirements of MIL-STD-129 regarding sensitive items and packing lists shall be placed only inside the containers.

(v) Special markings for packages and containers when specified on AFMC Form 158 shall be complied with as a part of MIL-STD-129.

(vi) All special coated terneplate containers shall be marked with the legend "CAUTION--DO NOT REUSE AS FOOD CONTAINERS."

h. Bar code markings in accordance with MIL-STD-129 shall apply to all units, intermediate and exterior containers for all items going into stock regardless of package size or levels of package specified (including commercial packaging). In addition to the NSN/NATO stock number, the exterior shipping container shall include the 13-digit contract number (plus, if applicable, the four digit call number). Excluded from Bar Code Marking are:

(1) Foreign Military Sales.
(2) Direct Vendor Delivery (DVD)/Government Furnished Equipment (GFE) shipments.
(3) Multipack Exterior Shipping Containers. (Unit and intermediate containers do require a bar coded NSN/NATO stock number. However, the next container (unit or intermediate) inside the multipack will also require a bar coded NSN/NATO stock number and contract number with call number, if applicable, in the lower right-hand corner).
(4) All unpacked or uncrated items; e.g., vehicles, tires, etc.

i. Shipments of wheeled items weighing 2,000 pounds or more and scheduled for transportation by military aircraft will be marked with the individual axle weights in accordance with MIL-STD-129.

3. WARRANTED ITEMS: When the contract contains warranty requirements, warranty information shall be applied on containers and items as follows:

a. Container markings shall be as specified in MIL-STD-129. The period or conditions of the warranty shall be specifically stated, i.e., landings, flight hours, operating hours, days from shipping date, etc.
b. Items shall be marked in accordance with requirements of MIL-STD-130. Markings shall be located in a manner so as to be conspicuous to the person removing the item from service. When no deleterious effect or functional degradation is caused, the markings shall be black letters on yellow FED-STD-595 color 13655) background. The marking shall include the same period or condition required on the containers.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

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

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

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

	Title	Number	Date	Tailoring
***See Individual Line Item Schedule**				

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

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

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

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

52.242-15 **STOP-WORK ORDER** (AUG 1989)
(IAW FAR 42.1305(b)(1))

52.242-17 **GOVERNMENT DELAY OF WORK** (APR 1984)
(IAW FAR 42.1305(c))

52.247-29 **F.O.B. ORIGIN** (FEB 2006)
(IAW FAR 47.303-1(c))

52.247-30 **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** (FEB 2006)
(IAW FAR 47.303-2(c))

F.O.B. ORIGIN (OCT 1993)
(IAW FAR 47.305(b))

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

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

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)
(IAW DFARS 232.7004(b), PGI 232.7004(b)(1), DFARS 212.301(f)(liii))

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

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

_____

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

_____

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

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

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

_____
_____
(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

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

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

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

ACCOUNTING AND APPROPRIATION DATA (AUG 1998)

ACRN	Accounting and Appropriation Chargeable Funds Citation	Amount Chargeable
AA	TO BE CITED ON EACH INDIVIDUAL ORDER	$0.00
	ACRN TOTAL	**$ 0.00**

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.202-1 **DEFINITIONS** (JUN 2020)
(IAW FAR 2.201)

52.203-3 **GRATUITIES** (APR 1984)
(IAW FAR 3.202)

52.203-5 **COVENANT AGAINST CONTINGENT FEES** (MAY 2014)
(IAW FAR 3.404)

52.203-6 **RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT** (JUN 2020)
(IAW FAR 3.503-2)

52.203-7 **ANTI-KICKBACK PROCEDURES** (JUN 2020)
(IAW FAR 3.502-3)

52.203-8 **CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(a))

52.203-10 **PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY** (MAY 2014)
(IAW FAR 3.104-9(b))

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

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

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

252.203-7001 **PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES** (JAN 2023)
(IAW DFARS 203.570-3)

252.203-7002 **REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS** (DEC 2022)
(IAW DFARS 203.970)

52.204-10 **REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS** (JUN 2020)
(IAW FAR 4.1403(a))

52.204-19 **INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS** (DEC 2014)
(IAW FAR 4.1202(b))

252.204-7015 **NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT** (JAN 2023)
(IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))

252.204-7020 **NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS** (NOV 2023)
(IAW DFARS 204.7304(e))

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

52.209-6 **PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY** (JAN 2025)
(IAW FAR 9.409)

52.209-9 **UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018)
(IAW FAR 9.104-7(c))

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52.216-19 **ORDER LIMITATIONS** (OCT 1995)
(IAW FAR 16.506(b))

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within __ days that together call for quantities exceeding the

limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 **INDEFINITE QUANTITY** (OCT 1995)
(IAW FAR 16.506(e))

(d) Contractor shall not be required to make any deliveries under this contract after .

52.217-9 **OPTION TO EXTEND THE TERM OF THE CONTRACT** (MAR 2000)
(IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60-** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 Months**

(The above Clause/Provision has been modified.)

252.217-7001 **SURGE OPTION** (DEC 2018)
(IAW DFARS 217.208-70(b))

(a) *General*. The Government has the option to--

(1) Increase the quantity of supplies or services called for under this contract by no more than _ percent;

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

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

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

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

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that
are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

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

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

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

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

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

[Contracting Officer check as appropriate.]
[_] By the end of the base term of the contract and then by the end of each subsequent option period; or
[_] By the end of the performance period for each order issued under the contract.

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

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

52.222-50	**COMBATING TRAFFICKING IN PERSONS** (OCT 2025) (IAW FAR 22.1705(a)(1))
252.222-7006	**RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS** (JAN 2023) (IAW DFARS 222.7405)
252.223-7008	**PROHIBITION OF HEXAVALENT CHROMIUM** (JAN 2023) (IAW DFARS 223.7306, DFARS 212.301(f)(xxi))
252.223-7009	**PROHIBITION OF PROCUREMENT OF FLUORINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS** (MAR 2024) (IAW DFARS 223.7404)
52.224-3	**PRIVACY TRAINING** (JAN 2017) (IAW FAR 24.302(a))
252.225-7012	**PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** (APR 2022) (IAW DFARS 225.7002-3(a))
252.225-7013	**DUTY-FREE ENTRY** (AUG 2025) (IAW DFARS 225.1101(4))
252.225-7048	**EXPORT-CONTROLLED ITEMS** (JUN 2013) (IAW DFARS 225.7901-4)
52.226-7	**DRUG-FREE WORKPLACE** (MAY 2024) (IAW FAR 26.506)
52.226-8	**ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING** (MAY 2024) (IAW FAR 26.605)
52.227-1	**AUTHORIZATION AND CONSENT** (JUN 2020) (IAW FAR 27.201-2(a)(1))
52.227-2	**NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (JUN 2020) (IAW FAR 27.201-2(b))
252.229-7014	**FULL EXEMPTION FROM TWO-PERCENT EXCISE TAX ON CERTAIN FOREIGN PROCUREMENTS.** (OCT 2022) (IAW DFARS 229-402(k))
52.232-1	**PAYMENTS** (APR 1984) (IAW FAR 32.111(a)(1))
52.232-8	**DISCOUNTS FOR PROMPT PAYMENT** (FEB 2002) (IAW FAR 32.111(b)(1))

52.232-11 **EXTRAS** (APR 1984)
(IAW FAR 32.111(c)(2))

52.232-17 **INTEREST** (MAY 2014)
(IAW FAR 32.611(a), FAR 32.611(b))

52.232-23 **ASSIGNMENT OF CLAIMS** (MAY 2014)
(IAW FAR 32.806(a)(1))

52.232-25 **PROMPT PAYMENT** (JAN 2017)
(IAW FAR 32.908(c))

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **7th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

52.232-33 **PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT** (OCT 2018)
(IAW FAR 32.1110(a)(1))

52.232-39 **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** (JUN 2013)
(IAW FAR 32.706-3)

52.232-40 **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (MAR 2023)
(IAW FAR 32.009-2)

252.232-7003 **ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS** (DEC 2018)
(IAW DFARS 232.7004(a))

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

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/ .

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

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (*e.g.*, PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

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

52.233-4 **APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM** (OCT 2004)
(IAW FAR 33.215(b))

52.240-1 **PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES** (NOV 2024)
(IAW FAR 40.202-8)

52.242-13 **BANKRUPTCY** (JUL 1995)
(IAW FAR 42.903)

252.244-7000 **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)** (NOV 2023)
(IAW DFARS 244.403)

52.246-23 **LIMITATION OF LIABILITY** (FEB 1997)
(IAW FAR 46.805(a)(1))

52.247-1 **COMMERCIAL BILL OF LADING NOTATIONS** (FEB 2006)
(IAW FAR 47.104-4(a), FAR 47.104-4(b))

252.247-7028 **APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS** (JUN 2012)
(IAW DFARS 247.207)

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)** (APR 2012)
(IAW FAR 49.502(b)(1)(i))

52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)** (APR 1984)
(IAW FAR 49.504(a)(1))

52.252-2 **CLAUSES INCORPORATED BY REFERENCE** (FEB 1998)
(IAW FAR 52.107(b))

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

Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

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

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

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

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

252.204-7000 **Disclosure of Information**
(IAW R-DFARS 240.372-3(a))

252.204-7002 **Payment for Subline Items Not Separately Priced**
(IAW R-DFARS 204.202-78)

252.204-7003 **Control of Government Personnel Work Product**
(IAW R-DFARS 240.372-3(b))

252.204-7009 **Limitations on The Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information**
(IAW R-DFARS 240.370-5(b))

252.204-7012 **Safeguarding Covered Defense Information and Cyber Incident Reporting**
(IAW R-DFARS 240.370-5(c))

252.204-7018 **Prohibition on The Acquisition of Covered Defense Telecommunications Equipment or Services**
(IAW R-DFARS 240.270-6(c))

252.204-7021 **Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement**
(IAW R-DFARS 240.371-5(a))

252.205-7000 **Provision of Information to Cooperative Agreement Holders**
(IAW R-DFARS 205.701)

52.209-10 **Prohibition on Contracting with Inverted Domestic Corporations.**
(IAW RFO 9.108-6(b))

52.210-1 **Market Research**
(IAW RFO 10.002)

52.211-15 **Defense Priority and Allocation Requirements**
(IAW RFO 11.504(b))

52.215-2 **Audit and Records—Negotiation**
(IAW RFO 15.110(b)(1))

52.215-8 **Order of Precedence--Uniform Contract Format**
(IAW RFO 15.110(h))

52.219-4 **Notice of Price Evaluation Preference for HUBZone Small Business Concerns**
(IAW RFO 19.110(b))

52.219-8 **Utilization of Small Business Concerns**
(IAW RFO 19.109(e))

52.219-28 **Postaward Small Business Program Rerepresentation**
(IAW RFO 19.101(a)(2)(iii)(A))

52.222-19	**Child Labor--Cooperation with Authorities and Remedies (IAW RFO 22.1502-2(a)(2))**
52.222-20	**Contracts for Materials, Articles, and Equipment (IAW RFO 22.601-5)**
52.222-35	**Equal Opportunity for Veterans (IAW RFO 22.1302-2(a)(1))**
52.222-36	**Equal Opportunity for Workers with Disabilities (IAW RFO 22.1401-2(a)(1))**
52.222-37	**Employment Reports on Veterans (IAW RFO 22.1302-2(b))**
52.222-40	**Notification of Employee Rights Under the National Labor Relations Act (IAW RFO 22.1602-2)**
52.223-11	**Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (IAW RFO 23.108(d)(1))**
52.223-23	**Sustainable Products (IAW RFO 23.108(a))**
252.225-7001	**Buy American and Balance of Payments Program (IAW R-DFARS 225.601(2)(i))**
252.225-7002	**Qualifying Country Sources as Subcontractors (IAW R-DFARS 225.601(3))**
252.226-7001	**Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.(IAW R-DFARS 226.102-2)**
252.227-7989	**Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) (IAW R-DFARS 227.7103-6(a) and (c))**
252.227-7991	**Rights in Bid or Proposal Information. (DEVIATION 2026-O0036) (IAW R-DFARS 227.7103-6(g)(1), or 227.7104-4(b)(1))**
252.227-7996	**Technical data—withholding of payment (DEVIATION 2026-O0036). (IAW R-DFARS 227.7103-6(g)(2), or 227.7104-4(b)(5))**
252.227-7997	**Validation of Asserted Restrictions. (DEVIATION 2026-O0036) (IAW R-DFARS 227.7103-6(g), 227.7104-4(b)(6), or 227.7203-6(c))**
52.229-3	**Federal, State, and Local Taxes (IAW RFO 29.401-3)**
52.229-12	**Tax on Certain Foreign Procurements (IAW RFO 29.402-3(b))**
52.233-1	**Disputes (IAW RFO 33.205-9(a))**
52.233-3	**Protests After Award (IAW RFO 33.107(b))**

52.233-4	**Applicable Law for Breach of Contract Claim (IAW RFO 33.205-9(b))**
52.240-91	**Security Prohibitions and Exclusions. (IAW RFO 40.205(b))**
52.240-93	**Basic Safeguarding of Covered Contractor Information Systems. (IAW RFO 40.303-2)**
252.240-7997	**NIST SP 800-171 DoD Assessment Requirements (IAW R-DFARS 240.370-5(e))**
52.243-1	**Changes – Fixed Price (IAW RFO 43.305(a)(1))**
52.243-7	**Notification of Changes (IAW RFO 43.206)**
252.243-7001	**Pricing of Contract Modifications (IAW R-DFARS 243.305-70)**
252.243-7002	**Requests for Equitable Adjustment (IAW R-DFARS 243.305-71)**
52.244-6	**Subcontracts for Commercial Products and Commercial Services (IAW RFO 44.403)**
52.253-1	**Computer Generated Forms (IAW RFO 53.111)**

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

Form Number	Description/File Name	Date	Number of Pages
	SOW.pdf	30JUL2024	27
DD FORM 1423-1	CDRL_listing.pdf	27DEC2024	5
	A001_DID-81838_CAV_AF.pdf	14SEP2011	2
	A002_DID-81995A_CDM.pdf	30NOV2020	3
	A003_DID-80441D_GFP.pdf	09JUN2020	2
DD FORM 1664	A004_DID-80503_Package_Shipping_Dis.pdf		5
	A005_DID-80969_Surge.pdf		2
AFMC 158	Packaging_Req.pdf	18OCT2024	3

DD FORM 1653	Transportation_Data.pdf	22OCT2024	3
	CAV_AF.pdf	07DEC2023	7
DD 2169	Special_Packaging_Instr.pdf		3

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

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

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

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

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

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

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

___ (i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $200,000 or more.

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

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

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

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
___ (ii) 252.225-7000, Buy American —Balance of Payments Program Certificate.
___ (iii) 252.225-7020, Trade Agreements Certificate.
___ Use with Alternate I
___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
___ (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
___ Use with Alternate I.
___ Use with Alternate II.

___ Use with Alternate III.
___ Use with Alternate IV.
___ Use with Alternate V.
_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
__ (vii) 252.232–7015, Performance-Based Payments—Representation.

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

FAR/DFARS Provision No.	Title	Date	Change

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

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

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

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204–7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.
(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https:// www.sam.gov) for entities excluded from receiving federal awards for ''covered defense telecommunications equipment or services''.
(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

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

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

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https:// www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out

covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

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

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

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

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

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

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

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

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
(NOV 2023)
(IAW DFARS 204.7304(d))

(a) *Definitions.*

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

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

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171

(c) Procedures.

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

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

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

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

(i) The email shall include the following information:

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

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

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

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

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

(D) Date the assessment was completed.

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

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

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

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

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

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

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

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

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

(3) *Accessibility*.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at

.

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

52.207-4 **ECONOMIC PURCHASE QUANTITY--SUPPLIES** (AUG 1987)
(IAW FAR 7.203)

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

_____

_____

_____

_____

_____

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	QUOTATION	PRICE TOTAL

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

(b) The offeror **[_] has [_] does not have** current active Federal contracts and grants with total value greater than $10,000,000.

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

(b) The Offeror represents that—

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

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

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

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

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

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

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

(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**.

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

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

252.204-7024 **NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM** (MAR 2023)
(IAW DFARS 204.7604)

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

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

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

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

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

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

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

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

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

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

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

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

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

52.216-1 **TYPE OF CONTRACT** (APR 1984)
(IAW FAR 16.105)

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

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

(a) by obtaining written and dated acknowledgment of receipt from **(See page 1 Issuing Office)**.

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

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

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)
https://acquisition.gov/browse/index/far
https://acquisition.gov/dfars
https://acquisition.gov/affars

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

Section L – Instructions to Offerors

30. Program Structure and Objective

1.1. The Government plans to award a single contract for the Remanufacture of C130 Heat Exchanger, Air. This firm-fixed-price (IDIQ) type contract will include a Three (3) -Year basic period and a One (1) Two (2)-year option periods.

2.0 General Instructions.

2.1. This competitive acquisition will be conducted utilizing price as the only evaluated factor. Contract award will be made to the offeror with the lowest total evaluated price (TEP). The offer shall be compliant with the requirements as stated in the Statement of Work (SOW). Non-conformance with the instructions provided in the Instructions to Offeror (ITO) may result in an offeror being ineligible for award. Offerors shall provide evidence of qualification in accordance with RFO 52.209-1 Qualification Requirements.

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

2.1.2. The proposal acceptance period is specified in SF 1447 Section A (Block 18) of the contract/solicitation. By signing the Request for Proposal (RFP), the offeror has made a clear statement that the proposal is valid until the date specified.

2.2. General Information

2.2.1. Point of Contact
The Contracting Officer (CO) is the **sole** point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in SF 1447 Section A (Block 7) of the contract/solicitation.

2.2.2. Debriefings
The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with RFO 15.206-2. Offerors excluded from the competitive range may request a pre-award debriefing, or they may choose to wait until after the source selection decision to request a post-award debriefing. However, offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The CO will notify unsuccessful offerors in accordance with RFO 15.207-2. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of RFO 15.206-2 or RFO 15.301, as applicable.

2.2.3. Electronic Reference
All referenced documents for this solicitation are available on the System for Award Management (SAM) website at https://sam.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

2.2.4. Submission, Modification, Revision, and Withdrawal of Proposals
Proposal packages shall be transmitted to the Solicitation PCO via the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) (https://piee.eb.mil). No other submission method, such as mail, hand carried, or other electronic system (e.g., DoDSAFE) are authorized by the solicitation unless specifically authorized by the PCO pursuant to paragraph 2.6 below. Detailed submittal instructions are located in ITO paragraph 2.6 and 2.7.

2.2.5 Electronic Offers

All proposals shall be submitted in the PIEE Solicitation Module, https://piee.eb.mil/. For instructions on how to post an offer, please refer to the Posting Offer demo at https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf or https://pieetraining.eb.mil/wbt/sol/Posting_Offer.html. Be advised that classified information cannot be transmitted via the PIEE Solicitation Module. The PIEE Solicitation Module does allow the safe and secure transmission of CUI.

Offerors shall submit all proposal documents against Solicitation Number **FA8118-26-R-0046** in the PIEE Solicitation Module. If a proposal is not submitted in the PIEE Solicitation Module against this Solicitation Number, then the submission will not be considered as having been submitted in response to this Solicitation. For example, any proposals that are submitted under the PIEE Solicitation Module's "Unsolicited Proposal" section are not considered to have been submitted in response to this Solicitation Number. Additionally, if a proposal is inadvertently submitted against a different Solicitation Number in the PIEE Solicitation Module, then that proposal will not be considered as a response to this Solicitation. Similarly, if a portion of a proposal is incorrectly submitted (such as in the wrong PIEE module, the PIEE Solicitation Module "Unsolicited Proposal" section or under another solicitation number), then the incorrectly submitted portion of the proposal will not be considered as having been submitted in response to this Solicitation and will therefore not be evaluated by the Government.

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the PIEE Solicitation Module based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in the PIEE Solicitation Module if they want to submit their proprietary proposal information separate from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

As described above, the Government will not search for incorrectly submitted proposals in the PIEE Solicitation Module. The submission date for all Volumes shall be no later than the date and time specified in the solicitation. Offerors are on notice that the PIEE Solicitation Module will determine a proposal as late, or untimely, if the submission is not fully submitted prior to the time specified in the solicitation. For example, if the time specified in the solicitation is **3:00 pm CST**, then the PIEE system will consider a proposal as later if it is submitted at **3:00:01 pm CST**, one second after the deadline. The PIEE Solicitation Module should notify an Offeror if the proposal was submitted after the deadline for submission, and whether a proposal is late. However, even if the PIEE Solicitation Module does not provide this notification, the PCO will utilize the time stamp(s) of the proposal submission(s) to make a determination if the proposal submission(s) was timely submitted. If multiple drop-offs occur, any drop-off after the time identified in the solicitation would render the entire proposal as late. Offerors are responsible for ensuring that the Government receives the complete proposal by the due date and time for proposal submission.

If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Offeror shall immediately notify the PCO. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The Offeror shall obtain written approval from the PCO to submit the proposal via an alternate method or the PCO may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

Offerors should consider the following suggestions for avoiding last-minute proposal submission problems:

(vii) Verify your account's ability to submit the necessary proposal information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:
    (viii) Login to the PIEE system as the Proposal Manager and access the Solicitation Module.
    (ix) To access the Solicitation Module, Offerors are required to register for a PIEE account. If an Offeror already has a PIEE account, the role of Proposal Manager can be added to the existing PIEE account. If

an Offeror does not already have a PIEE account, the Offeror can self-register for a PIEE user account and add the role of Proposal Manager.

(x) Review resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.

For questions related to the PIEE Solicitation Module please contact disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil. You can also reach PIEE support by phone at 866-618-5988.

All electronic documents and files submitted shall contain the volume number and title. Use separate files to permit rapid location of all portions, including subfactors, required plans, exhibits, appendices, and attachments, if any. The Offeror shall submit volumes I through IV in electronic format. Each volume shall be submitted as a separate file. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Office 365 Word, MS Office 365 Excel, MS Office 365 Power Point, and Adobe PDF Note: files must be searchable and able to copy and paste. For amendment purposes to the proposal, the "original" proposal shall be clearly identified.

2.2.6 Distribution

Once the Offeror has uploaded the Offeror's proposal in its entirety to PIEE Solicitation Module, the Offeror shall take a screen shot (Print Screen function) of the Offeror's PIEE Solicitation Module submission screen showing all the uploaded files included in the proposal submission. The Offeror shall notify the PCO, Mark Green at email: mark.green.29@us.af.mil and Contract Specialist (CS), TBD (xxx.xxxxxx @us.af.mil) by email that the files have been uploaded and provide a copy of the PIEE Solicitation Module submission screen shot.

3.0. Factor 1 - Price

3.1. The offeror shall complete Schedule of Supplies or Services and Prices/Costs of the solicitation to include all unit prices and extended prices for each CLIN and/or SubCLIN. These instructions are to assist you in submitting information required to evaluate the reasonableness of your proposed prices/costs. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal.

3.1.1. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition but may also be determined through price analysis techniques as described in RFO 15.404-1.

3.2. Pricing Information Requirements

In accordance with RFO 15.403-2(b)(1), prices based on adequate price competition do not require submission of certified cost or pricing data. If, after receipt of proposals, there is insufficient information available to determine price reasonableness, the offeror may be required to submit other than certified cost or pricing data. RFO does not preclude the requirement for obtaining other than certified cost or pricing data under certain circumstances, and the Government reserves the right to obtain data as appropriate. If, after receipt of proposals, the CO determines there is insufficient information available to determine price reasonableness and none of the exceptions in RFO 15.403-2 apply, the offeror shall be required to submit certified cost or pricing data.

4.0. Solicitation Requirements

4.1. Solicitation/Contract Form SF 1447

The offeror shall complete Blocks 13 and 27 of the SF1447. Signature by the offeror on the SF1447 constitutes an offer, which the Government may accept.

4.1.1. Supplies or Services and Prices/Costs

The offeror shall complete pricing information in Supplies or Services and Prices/Costs section of the solicitation.

4.1.2. Contract Clauses

The offeror shall complete provisions/clauses as required.

4.1.3. Representations, Certifications, and other Statements of Offerors

The Offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM). After reviewing the SAM database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at RFO 52.204-7, System for Award Management – Registrations and RFO 52.204-13, System for Award Management – Maintenance, are correct.

The offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM) at http://www.sam.gov/portal. After reviewing the SAM information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at RFO 52.204-7, System for Award Management – Registrations and RFO 52.204-13, System for Award Management – Maintenance, are correct.

4.2. Ombudsman
An Ombudsman has been appointed to hear concerns from offerors or potential offerors during the proposal development phase of this acquisition. The Ombudsman for this acquisition is OC-ALC/PZC. This does not diminish the authority of the program director or CO, but communicates offeror concerns, issues, disagreements and recommendations to the appropriate Government personnel. When requested, the Ombudsman shall maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the evaluation of proposals or in the source selection process; interested parties are invited to call OC-ALC/PZC at 405-736-3273.

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

Section M - Evaluation Factors for Award

1.0. Price-Only Competition

1.1. Basis for Contract Award
This acquisition will utilize price as the only evaluated factor**.** Award will be made to the offeror with the lowest total evaluated price (TEP) and whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, and certifications). In order to be eligible for award, the offeror must be an approved source IAW RFO 52.209-1, Qualification Requirements. The Government reserves the right to award without discussions. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

1.2 Solicitation Requirements (Terms and Conditions)

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, Statement of Work (SOW) in addition to the price factor. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to determine any such exceptions unacceptable, and the proposal, therefore, ineligible for award.

1.3 Number of Contracts to Be Awarded
The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

1.4 Competitive Range Determination

If negotiations are conducted, the Government shall establish a competitive range comprised of a group of evaluated proposals that the contracting officer determines are best suited proposals for further negotiations, in accordance with (IAW) RFO 15.204-1(a). A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after negotiations (if necessary), prior to issuance of the Final Proposal Revision (FPR) request, or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW RFO 15.206-2.

- **Negotiations**

The Government intends to award without discussions, but reserves the right to conduct negotiations if necessary. Therefore, it is imperative that Offerors submit their best terms initially. However, if during the evaluation period it is determined to be in

the best interest of the Government to hold negotiations, the contracting officer may request, or allow for offerors to provide, proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of negotiations, each offeror still in the competitive range shall be given an opportunity to submit a FPR. The Request for FPR letter will include specific instructions on how offerors will submit FPRs.

Additionally, The Government reserves the right to conduct clarifications in accordance with RFO 15.202(a)(2)(i-iv).

2.0. Evaluation Factor

2.1. Factor 1- Price

Price proposals will be evaluated as follows:

2.1.1. Completeness
Proposals will be reviewed for completeness. Incomplete proposals will be considered ineligible for award.

2.1.2. Price Reasonableness
The Government intends to determine price reasonableness based on adequate price competition. In the event the Government cannot determine price reasonableness based on adequate price competition, the Government reserves the right to conduct a more detailed price reasonableness evaluation using one or more of the price analysis techniques described in RFO 15.404-1. The Government may also use other evaluation techniques, as needed. To be reasonable, the proposed price must demonstrate an adequate understanding of the requirement. All documentation submitted to support price reasonableness will be considered in the evaluation. Offerors who fail to submit a price rationale in accordance with Section L, para 3.1.1 and/or whose price is determined unreasonably high based on an inadequate understanding of requirements will be ineligible for award.

2.1.3. Total Evaluated Price (TEP):
The TEP will be calculated as the sum of the total proposed prices for all separately priced line items (including sub line items). The total proposed price for each separately priced line item shall be calculated as the proposed unit price multiplied by the corresponding quantity/Best Estimated Quantity (BEQ).

The total proposed price for all options will be added to the total proposed price for the basic requirement as a part of the TEP calculation.

TEP will be used for evaluation purposes only. Evaluation of options shall not obligate the Government to exercise such options.

The TEP will be calculated as the sum of the offeror's proposed prices for the base period and all option periods.