# REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE



| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| N0018926QD154 | 07 Jul 2026 | | | |

5a. ISSUED BY NAVSUP FLT LOG CTR NORFOLK
ATTENTION CODE 301, 1968 GILBERT STREET SUITE 600 NORFOLK, VA 23511-3392 UNITED STATES

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Danielle Martin | 771 | 229-2537 |

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER (See Schedule)

9. DESTINATION
a. NAME OF CONSIGNEE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE

8. TO:
a. NAME
b. COMPANY
c. STREET ADDRESS
d. CITY
e. STATE
f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)
14 Jul 2026

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

## 11. SCHEDULE (Include applicable Federal, State and local taxes)

| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | See Schedule | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS NUMBER | PERCENTAGE |
|---|---|---|---|---|---|
| | | | | | |

NOTE: Additional provisions and representations ☐ are ☒ are not attached.

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER
b. STREET ADDRESS
c. COUNTY
d. CITY
e. STATE
f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME (Type or print)
b. TELEPHONE
AREA CODE
NUMBER
c. TITLE (Type or print)

# Section A - Solicitation/Contract Form

N0018926QD154

0001

Product Service Code: 7A21

QUOTE SUBMISSION

This is a Request for Quotations (RFQ) that is being issued as brand name requirement for products of the following manufacturer: Microsoft Corporation (CAGE: 60128) and will be processed pursuant to the policies and procedures of FAR Part 12 under the authority under procedures set forth in FAR 6.103-1.

Alternate brands will not be accepted. The Government intends to make a single award to Microsoft Corporation or its authorized resellers. Any quotes that do not meet the minimum specifications as described in this RFQ will not be accepted by the Government.

To the extent that they appear in the solicitation, the terms "RFP", "offer", "proposal", and "offeror" shall mean "RFQ", "quote", and "quoter", respectively.

The Government intends to award a single purchase order as a result of this RFQ. The Government intends to award on the basis of price. The lowest priced quote will be considered first and if it conforms technically, no further quotes will be considered. Award shall be made to that quoter, if determined responsible, without further consideration of any other quotes. If the lowest priced quote is determined to not conform technically to the RFQ, the next lowest priced quote will be considered and the process will continue (in order by price) until a quote is determined to conform technically or until all quotes are considered. It is noted that the quoter's submission will be evaluated for technical acceptability with regard to their quoted products or services conformance to the specifications in the RFQ; moreover, the quoter's past performance will be evaluated in accordance with DFARS 252.204-7024, Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations. The Government reserves the right to obtain, review, and consider information for use in the evaluation of past performance from any and all sources, including sources outside of the Government, available to the Contracting Officer and make a determination to go to a higher quoter if it is determined to be in the best interest of the government and the cost increase is justifiable.

To allow for an evaluation of technical acceptability, quoters should include in their quote the following information:
- Company name
- CAGE code, and point of contact information for the authorized representative submitting the quote.
- The product description and manufacturer part number(s) of the products being quoted.
- Quoters should delineate the unit prices for each part number (as applicable).
- The quoter is not required to submit past performance references, as past performance information will be obtained, as available, from existing sources.
- If the quoter intends to include manufacturer-specific terms and conditions in the resultant award, the quoter must provide a copy (not a weblink) as an attachment to their quote.

Quoters must be registered in the SAM database to be considered for award. Registration is free and can be completed online at https://www. sam.gov. This procurement is for Electronic and Information Technology (EIT). Effective June 25, 2001, the Federal government implemented Section 508 of the Rehabilitation Act of 1973, Amendments of 1998 (29 U.S.C. S 794 (d)). Section 508 requires that the federal government only acquire electronic and information technology goods and services that provide for access by persons with disabilities. Therefore, to the extent supplies and services are available in the commercial marketplace, the contractor is required to meet the relevant accessibility standards contained in 36 C.F.R. Part 1194 (Subpart B). For further information see http://www.section508.gov.

The Contract Specialist for this solicitation is Danielle Martin, danielle.n.martin18.civ@us.navy.mil.

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Microsoft Copilot for Microsoft 365 A3 and A5<br><br>Pricing Arrangement: Firm Fixed Price | 100 | Each | | |
| 0002 | Microsoft Copilot Studio<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |

# Section C - Description/Specifications/Statement of Work

**EQUIPMENT LIST**

The price of these CLINS include the products and/or support identified as well as ancillary costs associated with providing the products to the Government, including packaging, shipping, handling, etc.

The contractor shall ensure the required software is available for the Government's use for 12 months following delivery of the base period quantity. The contractor is responsible for "turning off" the software to ensure the software usage period does not extend beyond the 12-months covered by the contract line items. The contractor will not be reimbursed for software usage beyond the period established in this contract.

Technical Point of Contact: TBD at time of award

The contractor shall deliver the ordered software electronically to the National Defense University point of contact that will be identified upon contract award.

| CLIN | Support Start Date | Item Description | Quantity | Unit of Issue | Unit Cost | Total Amount |
|---|---|---|---|---|---|---|
| 0001 | 9/1/2026<br><br>Support through 12-months | Microsoft Copilot for Microsoft 365 A3 and A5 (Education Faculty Pricing) MST-NCE-811-C100 (New Commerce Experience) | 100 | Each | $ | $ |
| 0002 | 9/1/2026<br><br>Support through 12-months | Microsoft Copilot Studio MST-NCE-CPS-C100 (New Commerce Experience) | 10 | Each | $ | $ |

Addendum to 52.212-4: *Unauthorized Obligations.* When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an AntiDeficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "clickwrap" or "browsewrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

## Requirements

Microsoft CoPilot License for Microsoft 365 A3 and A5 (Education and Faculty)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**SUPTXT242-9405(6-20) EXPEDITING CONTRACT CLOSEOUT (May 2025)**

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK /PERFORMANCE WORK STATEMENT.

**EXPEDITING CONTRACT CLOSEOUT**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**243-9400(1-92) SUPTXT243-9400(1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (Jan 2024)**

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**To be Determined Upon Contract Award**

# Section D - Packaging and Marking

# Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria.<br><br>DoDAAC: HQ0100<br>CountryCode: USA<br><br>NATIONAL DEFENSE UNIVERSITY<br>300 5TH AVE SE BLDG 62 ROOM 210, FORT LESLEY J MCNAIR<br>WASHINGTON, DC 20319-5066<br>UNITED STATES<br><br>Glenville Thomas, Technical Point of Contact<br>Email: glenville.thomas@ndu.edu<br>Telephone: 202-685-6812 |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: See Contract Terms and Conditions for Inspection and Acceptance criteria.<br><br>DoDAAC: HQ0100<br>CountryCode: USA<br><br>NATIONAL DEFENSE UNIVERSITY<br>300 5TH AVE SE BLDG 62 ROOM 210, FORT LESLEY J MCNAIR<br>WASHINGTON, DC 20319-5066<br>UNITED STATES<br><br>Glenville Thomas, Technical Point of Contact<br>Email: glenville.thomas@ndu.edu<br>Telephone: 202-685-6812 |

# Section F - Deliveries or Performance

Overall Contract Delivery Period

Contractor
Destination

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery On Or Before<br>Delivery Date 01 Sep 2026 | 100 Each | Shipment in Place Location<br>DoDAAC: HQ0100<br>CountryCode: USA<br>NATIONAL DEFENSE UNIVERSITY<br>300 5TH AVE SE BLDG 62 ROOM 210, FORT LESLEY J MCNAIR<br>WASHINGTON, DC 20319-5066<br>UNITED STATES<br><br>Glenville Thomas, Technical Point of Contact<br>Email: glenville.thomas@ndu.edu<br>Telephone: 202-685-6812 |
| 0002 | Delivery On Or Before<br>Delivery Date 01 Sep 2026 | 10 Each | Shipment in Place Location<br>DoDAAC: HQ0100<br>CountryCode: USA<br>NATIONAL DEFENSE UNIVERSITY<br>300 5TH AVE SE BLDG 62 ROOM 210, FORT LESLEY J MCNAIR<br>WASHINGTON, DC 20319-5066<br>UNITED STATES<br><br>Glenville Thomas, Technical Point of Contact<br>Email: glenville.thomas@ndu.edu<br>Telephone: 202-685-6812 |

# Section G - Contract Administration Data

**Payment Instructions**
https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |

**DFARS Clauses Incorporated by Full Text**

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

Routing Data Table*

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

| | |
|---|---|
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

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

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

(g) *WAWF point of contact.*

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

____

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

(End of clause)

# Section H - Special Contract Requirements

# Section I - Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1) | May 2024 | Deviation 2024-O0013 | May 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.204-7022 | Expediting Contract Closeout. | May 2021 | | |
| 252.204-7023 | Reporting Requirements for Contracted Services. | Jul 2021 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.225-7972 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014) | Aug 2024 | Deviation 2024-O0014 | Aug 2024 |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | Jan 2023 | | |
| 252.239-7018 | Supply Chain Risk. | Dec 2022 | | |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025) | Feb 2026 | Deviation 2026-O0025 | Feb 2026 |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) | Feb 2026 | Deviation 2026-O0015 | Jan 2026 |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

**FAR Clauses Incorporated by Full Text**

**52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)**

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

*Small business concern-*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

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

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

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[ *Complete only if the offeror is a HUBZone small business concern.* ] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 and https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (Nov 2020)**

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any __DFARS_ (48 CFR _2___) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

**252.211-7003 Item Unique Identification and Valuation. (Jan 2023)**

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

*(1)* Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**203.1106-1(3-18) SUPTXT 203.1106-1 (3-18) NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (Jan 2024)**

NAVSUP FLCN Pentagon Directorate may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive /confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data /information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP  FLCN Pentagon Directorate contract.

# Section J - List of Attachments

# Section K - Representations, Certification, & Other Statements

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |
| 252.225-7973 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation. (DEVIATION 2024-O0014) | Aug 2024 | Deviation 2024-O0014 | Aug 2024 |

**DFARS Clauses Incorporated by Full Text**

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

| | | | | |
|---|---|---|---|---|
| **252.204-7998** | **Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)** | **(Feb 2026)** | **Alternate A Deviation 2026-O0043** | **(Feb 2026) (Feb 2026)** |

**Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)**

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, 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 (g) 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 (g) applies.

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

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

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

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

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

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

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

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations 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.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) 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 4.203-1); 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.

(End of provision)

# Section L - Instructions, Conditions, & Notices to Offerors or Quoters

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.239-7017 | Notice of Supply Chain Risk. | Dec 2022 | | |

**FAR Clauses Incorporated by Full Text**

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 and https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

**52.252-5 Authorized Deviations in Provisions. (Nov 2020)**

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter_ 2___) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

# Section M - Evaluation Factors for Award