SOLICITATION, OFFER, AND AWARD	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700 ▶	RATING	PAGE 1 OF 68

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	FA875126R0005	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	18 Jun 2026	

7. ISSUED BY	CODE	FA8751	8. ADDRESS OFFER TO *(If other than Item 7)*
FA8751 AFRL RIKO 26 ELECTRONIC PKWY BLDG 106, CP 315 330 7298 ROME, NY 13441-4514 UNITED STATES Cody Owens, Email: Cody.Owens.4@us.af.mil Telephone: 3153302921 Cody Owens, Email: Cody.Owens.4@us.af.mil Telephone: 0005872921			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in __ until 03:00 PM local time 20 Jul 2026 . CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*	C. EMAIL ADDRESS
	Cody Owens	(315) 330-2921	Cody.Owens.4@us.af.mil

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER ()	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified):* ▶	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

Wessex Wraith

Requirement is for the production of non-commercial unmanned Electromagnetic Spectrum Operations (EMSO) systems that detect, locate, track and identify cooperative and non-cooperative threats, both of commercial and military nature.
NAICS: 334220
Size Standard: 1250 Employees

Small Business Type: Small Business
Set Aside Percent: 100

Product Service Code: 5820

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	Radiant Alfred (RA) system. Includes all hardware, software, documentation, technical data package (TDP) and labor related to shipping/delivery logistics. IAW SOS 3.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	340	Each		
0002	RA Product Testing (CONUS East Coast). IAW SOS 3.2.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0003	RA Product Testing (CONUS West Coast). IAW SOS 3.2.2. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0004	RA Product Testing (OCONUS INDOPACOM). IAW SOS 3.2.3. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0005	RA Product Classroom Training. IAW SOS 3.2.4. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
	RA Product Field Training (CONUS East Coast). IAW SOS 3.2.5. The CLIN quantity is an estimate only.				

0006	So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0007	RA Product Field Training (CONUS West Coast). IAW SOS 3.2.6. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0008	RA Product Field Training (OCONUS INDOPACOM). IAW SOS 3.2.7. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0009	RA Remote Maintenance Plan (CONUS Remote Support/Delivery). IAW SOS 3.2.8. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0010	RA Local Maintenance Plan (OCONUS Local Support). IAW SOS 3.2.9. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0011	RA 1-Year Repair Plan (Ship to Depot). IAW SOS 3.2.10. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	120	Each		
0012	RA 1-Year Repair Plan (Repair-in-Place). IAW SOS 3.2.11. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item.	60	Each		

	Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price				
0013	RA Very Small Aperture Terminal (VSAT). IAW SOS 3.2.12. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0014	RA Maintenance Kit. IAW SOS 3.2.13. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	340	Each		
0015	RA Spares Kit. IAW SOS 3.2.14. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	340	Each		
0016	RA Peripherals. IAW SOS 3.2.15. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	340	Each		
0017	Shadowcat (SC) system. Includes all hardware, software, documentation, technical data package (TDP) and labor related to shipping/delivery logistics. IAW SOS 4.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	50	Each		
0018	SC Product Testing (CONUS East Coast). IAW SOS 4.2.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
	SC Product Testing (CONUS West				

0019	Coast). IAW SOS 4.2.2. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0020	SC Product Testing (OCONUS INDOPACOM). IAW SOS 4.2.3. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0021	SC Product Classroom Training. IAW SOS 4.2.4. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0022	SC Product Field Training (CONUS East Coast). IAW SOS 4.2.5. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0023	SC Product Field Training (CONUS West Coast). IAW SOS 4.2.6. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0024	SC Product Field Training (OCONUS INDOPACOM). IAW SOS 4.2.7. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0025	SC Remote Maintenance Plan (CONUS Remote Support/Delivery). IAW SOS 4.2.8. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given	40	Each		

	line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price				
0026	SC Local Maintenance Plan (OCONUS Local Support). IAW SOS 4.2.9. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	40	Each		
0027	SC 1-Year Repair Plan (Ship to Depot). IAW SOS 4.2.10. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	50	Each		
0028	SC 1-Year Repair Plan (Repair-in-Place). IAW SOS 4.2.11. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0029	SC Maintenance Kit. IAW SOS 4.2.12. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	50	Each		
0030	SC Spares Kit. IAW SOS 4.2.13. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	50	Each		
0031	SC Peripherals. IAW SOS 4.2.14. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	50	Each		
	Tomahawk (TMK) system. Includes all hardware, software, documentation, technical data package (TDP) and				

0032	labor related to shipping/delivery logistics. IAW SOS 5.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	60	Each		
0033	TMK Product Testing (CONUS East Coast). IAW SOS 5.2.1. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0034	TMK Product Testing (CONUS West Coast). IAW SOS 5.2.2. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0035	TMK Product Testing (OCONUS INDOPACOM). IAW SOS 5.2.3. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0036	TMK Product Classroom Training. IAW SOS 5.2.4. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0037	TMK Product Field Training (CONUS East Coast). IAW SOS 5.2.5. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0038	TMK Product Field Training (CONUS West Coast). IAW SOS 5.2.6. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or	20	Each		

	less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price				
0039	TMK Product Field Training (OCONUS INDOPACOM). IAW SOS 5.2.7. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0040	TMK Remote Maintenance Plan (CONUS Remote Support/Delivery). IAW SOS 5.2.8. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	40	Each		
0041	TMK Local Maintenance Plan (OCONUS Local Support). IAW SOS 5.2.9. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	40	Each		
0042	TMK 1-Year Repair Plan (Ship to Depot). IAW SOS 5.2.10. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0043	TMK 1-Year Repair Plan (Repair-in-Place). IAW SOS 5.2.11. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	20	Each		
0044	TMK Maintenance Kit. IAW SOS 5.2.12. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		

0045	TMK Spares Kit. IAW SOS 5.2.13. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0046	TMK Peripherals. IAW SOS 5.2.14. The CLIN quantity is an estimate only. So long as the maximum ordering amount of the IDIQ is not exceeded, the Government may require more or less than the estimated quantity of any given line item. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	60	Each		
0047	Travel - This CLIN will be used for the direct reimbursement (cost, no fee) for travel costs associated with contract. Travel expenses will comply with the Joint Travel Regulations (JTR), Updated 1 April 2026. IAW SOS 3.2.1-3.2.3, 3.2.5-3.2.7, 3.2.9, 3.2.11, 4.2.1-4.2.3, 4.2.5-4.2.7, 4.2.9, 4.2.11, 5.2.1-5.2.3, 5.2.5-5.2.7, 5.2.9, 5.2.11. Supporting documentation should be provided by the contractor to justify travel costs as allowable and reasonable prior to invoice approval. Product Service Code: 5820 Pricing Arrangement: Cost No Fee	1	Each		
0048	Shipping - This CLIN will be used for the direct reimbursement for shipping costs (cost, no fee) associated with contract. IAW SOS 3.1.9, 3.1.13, 3.2.1-3.2.3, 3.2.5-3.2.7, 3.2.10, 3.2.11, 4.1.9, 4.1.13, 4.2.1-4.2.3, 4.2.5-4.2.7, 4.2.10, 4.2.11, 5.1.9, 5.1.13, 5.2.1-5.2.3, 5.2.5-5.2.7, 5.2.10, 5.2.11. Supporting documentation should be provided by the contractor to justify shipping costs as allowable and reasonable prior to invoice approval (e.g. competing carrier quotes or other data). Product Service Code: 5820 Pricing Arrangement: Cost No Fee	1	Each		
0049	Non-Warrantied Replacement Parts - This CLIN will be used for the direct reimbursement (cost, no fee) for material costs associated with contract. IAW SOS 3.2.10, 3.2.11, 4.2.10, 4.2.11, 5.2.10, 5.2.11. Supporting documentation should be provided by the contractor to justify replacement parts as allowable and reasonable prior to invoice approval (e.g. competing vendor quotes or other data). Product Service Code: 5820 Pricing Arrangement: Cost No Fee	1	Each		
	Consumables - This CLIN will be used for the direct reimbursement				

0050	for material costs (cost, no fee) associated with contract. IAW SOS 3.2.16, 4.2.15, 5.2.15. Supporting documentation should be provided by the contractor to justify consumables as allowable and reasonable prior to invoice approval (e.g. competing vendor quotes or other data). Product Service Code: 5820 Pricing Arrangement: Cost No Fee	1	Each		
0051	Data in accordance with Attachment No. 5, and Exhibit(s) cited in each individual order. Quantity & Delivery shall be as specified on Exhbit(s) cited in each individual order. Price is included in CLINs 0001-0050. Product Service Code: 5820 Pricing Arrangement: Firm Fixed Price	12	Each	Not Separately Priced	

Section C - Description/Specifications/Statement of Work

See Attachment No. 1 dated 15 June 2026, and Attachment No. 2 dated 10 June 2026, for the Statement of Scope (SOS) and Statement of Scope Supplemental Requirements, respectively.

Requirements

IDIQ for procurement of Electromagnetic Spectrum Operations (EMSO) systems along with associated pre-planned product improvement (P3I), testing, training, operations, maintenance and sustainment support.

Section D - Packaging and Marking

See Attachment No. 2, Statement of Scope (SOS) Supplemental Requirements dated 10 June 2026, for Packaging and Marking requirements.

Section E - Inspection and Acceptance

Inspection and acceptance information to be provided on an order-by-order basis.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		
52.246-16	Responsibility for Supplies.	Apr 1984		

Section F - Deliveries or Performance

Delivery and Performance information to be provided on an order-by-order basis.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984
52.242-17	Government Delay of Work.	Apr 1984		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

DFARS PGI 204.202-77(c)PAYMENT INSTRUCTIONS (DEVIATION 2026-O0043)(FEB 2026)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table shown at https://www.acq.osd.mil/dpap/dars/classdev/DFARS_RFO/Part-204/2026-O0043_TAB_A_Deviation_Memo_Part_204.pdfbased on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.231-7000	Supplemental Cost Principles	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

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.

USE INVOICE/RECEIVING REPORT (COMBO) FOR SUBMISSION OF PAYMENT REQUESTS

(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.

USE INVOICE/RECEIVING REPORT (COMBO) FOR SUBMISSION OF PAYMENT REQUESTS

(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	To be determined in individual orders
Issue By DoDAAC	FA8751
Admin DoDAAC	FA8751
Inspect By DoDAAC	To be determined in individual orders
Ship To Code	To be determined in individual orders
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A

Service Acceptor (DoDAAC)	To be determined in individual orders
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

N/A

(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
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-5	Material Requirements. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)	Feb 2026		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038)	Feb 2026		
52.216-11	Cost Contract-No Fee.	Apr 1984		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 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		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Feb 2013		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-9	Limitation on Withholding of Payments.	Apr 1984		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-20	Limitation of Cost. (Deviation 2026-O0038)	Feb 2026		
52.232-25	Prompt Payment.	Jan 2017		
52.232-25	Prompt Payment. (Alternate I)	Jan 2017	Alternate I	Feb 2002
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		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	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		
52.240-92	Security Requirements. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	Feb 2026		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-23	Limitation of Liability.	Feb 1997		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		

52.253-1 Computer Generated Forms. (Deviation 2026-O0038) Feb 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		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
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		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Jul 2024		
252.225-7005	Identification of Expenditures in the United States .	Jun 2005		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	Apr 2003		
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	Aug 2025		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.235-7003	Frequency Authorization. (Alternate I)	Mar 2014	Alternate I	Mar 2014
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.242-7999	Accounting System Administration. (DEVIATION 2026-O0050)	Mar 2026	Deviation 2026-O0050	Mar 2026
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7998	Contractor Purchasing System Administration. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Feb 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-7 Allowable Cost and Payment. (Deviation 2026-O0038) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $350,000.00, 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 $49,000,000.00;

(2) Any order for a combination of items in excess of $49,000,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (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 seven (7) 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.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Feb 2026)

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract past the delivery date(s) of any orders issued during the effective ordering period..

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation 2026-O0038) (Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(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 sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; 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) 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 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;

(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-

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 protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege 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.

(End of clause)

52.222-2 Payment for Overtime Premiums. (Deviation 2026-O0038) (Feb 2026)

PAYMENT FOR OVERTIME PREMIUMS (FEB 2026) (DEVIATION 2026-O0038)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed * 0.00 or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above must include all estimated overtime for contract completion and must-

(1) Identify the work unit; *e.g.,* department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

52.229-8 Taxes-Foreign Cost-Reimbursement Contracts. (Mar 1990)

Taxes-Foreign Cost-Reimbursement Contracts (Mar 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Taiwan, Japan, Korea, Philippines, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Taiwan, Japan, Korea, Philippines, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONENONENONE

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONENONENONE

(End of clause)

52.246-18 Warranty of Supplies of a Complex Nature. (May 2001)

Warranty of Supplies of a Complex Nature (May 2001)

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

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

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

(b) *Contractor's obligations.*

(1) The Contractor warrants that for one year for the entire product/service or for the warranty period of any subcomponent, whichever is greater all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, transportation costs will be reimbursed using CLIN 0048.

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

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within Twenty-eight (28) calendar days after delivery of nonconforming supplies. The Contractor shall submit to the Contracting Officer a written recommendation within fourteen (14) calendar days as to the corrective action required to remedy the breach. After the notice of breach, but not later than fourteen (14) calendar days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be Twenty-eight (28) calendar days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for Twenty-eight (28) calendar days thereafter.

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

(End of clause)

52.247-1 Commercial Bill of Lading Notations. (Feb 2006)

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Air Force Research Laboratory (AFRL) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the N/A and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting N/AN/AN/A.

(End of clause)

52.247-67 Submission of Transportation Documents for Audit. (Feb 2006)

Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

Jason Hallahan(315) 330-4313Jason.Hallahan.1@us.af.mil

(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 https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A ____ ____

(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 Defense Federal Acquisition Supplement (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

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

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

"Current" means-

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

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

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

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

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

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

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

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

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

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

(d) *Requirements*. The Contractor shall-

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

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

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
N/A	N/A
N/A	N/A
N/A	N/A

(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
N/A	N/A
N/A	N/A
N/A	N/A

(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 N/A.

(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 N/A.

(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) N/A, 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)

252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION (Feb 2026) Deviation 2026-O0041 (Feb 2026) 2026-O0041)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES(DEVIATION 2026-O0041) (FEB 2026)

(a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *Attachment No. 2, Statement of Scope (SOS) Supplemental Requirements, dated 10 June 2026*.

(End of clause)

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, ANDCOMPUTER SOFTWARE DOCUMENTATION--OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES(DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Applicability*. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) *Rights in technical data and computer software*. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) *Unlimited rights*. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights*. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) *Limited rights*. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) *Restricted rights*. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) *Specifically negotiated license rights*. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) *Prior government rights*. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) *Release from liability*. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) *Contractor rights in technical data and computer software*. The Contractor retains all rights not granted to the Government.

(e) *Third party copyrighted data and software*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) *Identification and delivery of data to be delivered with restrictions on use, release, or disclosure*. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted--

Technical Data or Computer Software to be Furnished With Restrictions[1]	Basis for Assertion[2]	Asserted Rights Category[3]	Name of Person Asserting Restrictions[4]
(LIST)	(LIST)	(LIST)	(LIST)
____	____	____	____

[1] If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

[2] Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

[3] Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) *Marking requirements*. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions*. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Omitted markings*. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) *Government purpose rights markings*. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number ____

Contractor Name ____

Contractor Address ____

Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial

Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings*. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number *[Insert contract number]* ____, *License Number [Insert license identifier]* ____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) *Preexisting data or software markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the

Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) *Removal of unjustified and nonconforming markings*--(1) *Unjustified technical data markings*. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data or computer software markings*. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) *Limitation on charges for rights in technical data, computer software, or computer software documentation*. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) *Applicability to subcontractors or suppliers*. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment No. 1 - Statement of Scope (SOS)	Statement of Scope		15 Jun 2026	
02	Attachment No. 2 - Statement of Scope (SOS) Supplemental Requirements	Statement of Scope Supplemental Requirements		10 Jun 2026	
03	Attachment No. 3 - Draft DD Form 254 - FA875126R0005	Contract Security Classification Specification (DD 254)		05 May 2026	
04	Attachment No 4 - Wessex Wraith CLIN Price Sheet	CLIN Price Sheet		10 Jun 2026	
05	Attachment No. 5 - CDRLs (Exhibit A)	Contract Data Requirements List (CDRL)		15 Jun 2026	

Section K - Representations, Certification, & Other Statements

Offerors are required to complete and submit the following provisions:

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
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		
252.219-7000	Advancing Small Business Growth.	Jun 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.203-2 Certificate of Independent Price Determination. (Apr 1985)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038) (Feb 2026)

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2)*.]

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

☐ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 Place of Performance. (Deviation 2026-O0038) (Feb 2026)

PLACE OF PERFORMANCE (FEB 2026) (DEVIATION 2026-O0038)

(a) The offeror or respondent, in the performance of any contract resulting from this request for proposals, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
___	___
___	___

(End of provision)

52.225-18 Place of Manufacture. **(Aug 2018)**

PLACE OF MANUFACTURE (AUG 2018)

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

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

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) ☐ Outside the United States.

(End of provision)

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 (Feb 2026)
Deviation 2026-O0043 (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)

252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be delivered with restrictions[1]	Basis for assertion[2]	Asserted rights category[3]	Name of person asserting restrictions[4]
(LIST)[5]	(LIST)	(LIST)	(LIST)
____	____	____	____

[1] For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

[2] Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

[3] Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

[5] Enter "none" when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

1. RESPONSIBLE CONTRACTOR - FACILITY CLEARANCE

To qualify as a responsible contractor, the Offeror must possess, or acquire prior to award of a contract, a facility clearance and safeguarding capability equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.

2. FEDERAL ACQUISITION SUPPLY CHAIN ACT (FASCSA) ORDERS:

As of the date of this Solicitation, there are no applicable FASCSA orders.

3. CYBERSECUIRTY MATURITY MODEL CERTIFICATION (CMMC) PROGRAM:

Effective November 10, 2025, the program office or requiring activity must provide clear direction to all offerors that CMMC compliance is effective and all offerors must address these requirements in their offers. The link to the Federal Register Notice for the final DFARS rule published at 90 FR 43560 can be found here: https://www.federalregister.gov/documents/2025/09/10/2025-17359/defense-federal-acquisition-regulation-supplement-assessing-contractorimplementation-of. As of November 10, 2025 the DFARS Clause, 252.204-7021 Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements (NOV 2025), will be included in resultant contract awards.

4. PROPOSAL PREPARATION INSTRUCTIONS
(1) General
(2) Contract Forms (Volume I)
(3) Price/Cost (Volume II)
(4) Technical (Volume III)
(5) Past Performance (Volume IV)

(1) PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

(a) Page limitation, format. A proposal shall be prepared in separate volumes with the page limit and number of copies specified as follows. The table of contents and tabs are exempt from the page limits. No cross-referencing between volumes for essential information is permitted except where specifically set forth herein. The following volumes of material will be submitted:
Volume Title Copies Maximum Page Limits
I CONTRACT FORMS 1 NO LIMIT
II PRICE/COST 1 Attachment #4
III TECHNICAL 1 50
IV PAST PERFORMANCE ___ 1 (see separate instructions for limitations)

(b) Any technical proposal pages submitted that exceed the page limitations set forth above will not be read or evaluated. Proposal pages failing to meet the format in paragraph (c) will not be read or evaluated.

(c) Format of the above proposal volumes shall be as follows:

(1) Electronic submission is required. For this solicitation, a page is 8.5"x 11" and is one face of a sheet of paper containing information. Pages will have a one inch margin. All pages shall be number sequentially. Font size in the main body of documents shall not be less than 10 point and shall not exceed 12 point (font size does not apply to tables/figures). Offerors shall not submit elaborate formats, bindings, or color presentations. PDF, Word, and Excel file types are preferred.

(2) Type size will be no smaller than 10 point character height (vertical size) and no more than an average of 12 characters per inch. Arial 10 or Times New Roman 11 are acceptable. Use of type-setting techniques to reduce type size below 10 points or to increase characters beyond 12 per inch is not permitted. Such techniques are construed as a deliberate attempt to circumvent the intent of page limitations set forth above.

(3) No models, mockups or video tapes will be accepted.

(d) Content. All proposals must be complete and respond directly to the requirements of this solicitation. Each amendment to the solicitation must be acknowledged. The factors and subfactors listed in Section M of the solicitation shall be addressed.

(e) Receipt of proposals (all volumes) prior to the posted solicitation closing time will be considered timely.
(f) Accounting System: Per RFO 16.301-3(a)(2) - A cost-reimbursement contract (including Cost-type CLINs) may be used only when the contractor's accounting system is

adequate for determining costs applicable to the contract. The acceptability of an accounting system is determined based upon a pre-award survey.
It is anticipated that FFP-type CLINs and Cost-type CLINs will be awarded under any resulting contract and Prime contractors must have an accounting system that has been determined adequate by DCAA for accumulating and reporting incurred costs under cost type contracts in order to receive an award.
The Offeror shall provide evidence of an adequate accounting system as determined by the DCAA and Pre-Award Audit Registration.
All Offerors should complete the Preaward Survey of Prospective Contractor Accounting System Checklist located at http://www.dcaa.mil under Customers/Checklist and Tools to ensure understanding of the requirements and to ensure readiness for DCAA to come in and perform an audit, if required.
All Offerors must complete Pre-Award Audit Registration regardless of whether it has an approved accounting system.
Information concerning DCAA may be found at http://www.dcaa.mil. Specific information concerning requirements for an acceptable accounting system may be found under the menu titled Guidance, Audit Process Overview, "Information for Contractors."
Offerors without an adequate accounting system determination should contact the Contracting Officer to initiate an accounting system review by DCAA. This request shall be submitted immediately upon receipt of the RFP but no later than 10 days after release of the RFP. Offerors are encouraged to initiate this process immediately.
An adequate accounting system is not an evaluation criterion. It is a regulatory requirement with a pass/fail determination. A contract may only be awarded to the Offerors who are determined to have an adequate accounting system.

(g) Proposals containing special access information will not be accepted.

(2) PROPOSAL PREPARATION INSTRUCTIONS - CONTRACT FORMS (VOLUME I)

(a) The following data shall be included in this volume in the format indicated.

(1) Section 1.

(i) Proposal forwarding letter, if any.

(ii) A copy of Standard Form 33 and Section K from this RFP, with the original signature of an official authorized to contractually bind the Offeror in Block 17 of the Standard Form 33. Offerors are requested to insert at a minimum "180 days" in block 12 of the Standard Form 33 to ensure proposals remain valid through completion of the acquisition process.

(iii) Identification and Assertion of Use, Release, or Disclosure Restrictions pursuant to DFARS 252.227-7992 (DEVIATION 2026-O0036). This document should indicate any noncommercial technical data or computer software that the Offeror currently anticipates delivering to the Government under this contract based on the Offeror's approach to fulfilling the requirements as set forth in the Statement of Scope. A separate form is required for the basic contract and each Order. Please note that Government Purpose Rights are the minimum acceptable.

(2) Section 2.

(i) Offerors are reminded that exceptions to terms and conditions will be considered as part of an integrated assessment of all offers received (as indicated in Section M of this solicitation). Thus, the most effective time to request clarification of, or express an exception to, the terms and conditions set forth in the solicitation is during the proposal preparation stage, i.e. prior to the proposal due date, NOT in your proposal. If your offer includes exceptions to terms and conditions, they must be explained and justified in this Section in sufficient detail to allow the Government to determine the acceptability of your offer without necessitating discussions with your firm. Failure to provide detailed support for your position may, in conjunction with the other evaluation elements identified in Section M, lead to the determination that your proposal does not offer the best overall value to the Government. In the event that award is not made based on initial proposals and discussions are held, any revisions to the model contract (Sections A through J and Attachments) are to be agreed upon to the maximum extent possible during discussions by the Offeror and the Government before the Government requests a proposal revision.

(3) Section 3.

(i) Information required in the Request for Proposal for which there is insufficient space in the requiring clauses or certifications.

(ii) A statement indicating whether or not the Offeror is able to submit electronic invoices as set forth in the Section I clause DFARS 252.232-7003, ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS.

(iii) Include the information required by the Section L provision DFARS 252.215-7003, EXCESSIVE PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT, if required.

(3) PROPOSAL PREPARATION INSTRUCTIONS - PRICE/COST (VOLUME II)

(a) For proposal pricing purposes, Offeror should assume a contract start date of 15 September 2026.

(b) The Government anticipates that the conditions for adequate price competition at FAR 15.403-2(c)(1) will exist. However, submission of cost or pricing information in accordance with FAR 15.403-4, Table 15-1, is still required as part of the proposal in order for the Government to adequately evaluate the proposed costs. Offerors will not

be required to submit a Certificate of Current Cost or Pricing Data unless after receipt of proposals it is determined that adequate price competition does not exist.

(c) Submit a cover sheet of the Offeror's choice containing the following information:

(1) Solicitation, contract, and/or modification number;
(2) Name and address of offeror;
(3) Name and telephone number of point of contact;
(4) Name of contract administration office (if available);
(5) CAGE code
(6) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
(7) Proposed price;
(8) Whether you will require the use of Government property in the performance of the contract, and if so, what property;
(9) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, and explanation;
(10) The following statement:
"This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.105-4(b)(1) and Table 15-1. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price."
(11) Date of submission; and
(12) Name, title, and signature of authorized representative.

(d) Offerors shall complete the Wessex Wraith CLIN Price Sheet (Attachment #4). Pricing for CLINs 0001 through 0046 (Systems, Testing, Training, Maintenance, Warranty, Kits, and Peripherals) shall be on a firm-fixed price (FFP) basis. CLINs 0047 (Travel), 0048 (Shipping), 0049 (Non-Warrantied Replacement Parts), and 0050 (Consumables) will be cost reimbursable with no fee, where the Government has provided the ceiling cost as a plug number in Attachment #4 which will be applied evenly to all offerors. For the cost no fee CLINs, the Offeror shall propose any indirect rates such as General and Administrative (G&A) rates that will apply during the ordering period.
(e) Attachment #4 is based on the estimated number of purchases over the contract ordering periods. Offerors are required to fill in the unit price and only the unit price for all items identified in Attachment #4. Failure to fill in all spaces for unit price in the Price Sheet will render the offer unacceptable and the Government will not consider the offer for award, in the absence of competitive negotiations. The Unit Price should be rounded to the penny to avoid rounding errors. Extended totals will be automatically calculated by the spreadsheet.

(f) Your proposal shall include information to determine adequate financial resources to perform this effort taking into consideration all existing commercial and governmental business commitments. See DFARS 232.072-2(b) for a list of the types of information used to support financial responsibility. Examples include financial statements (e.g. Balance Sheet, Income Statement, Cash Flow Statement, Compensation); disclosures of previous insolvency; business case /cash flow forecasts; financing arrangements; and/or letters of good standing from accredited financial institutions. Proposals shall also include all significant ratios as outlined in DFARS 232.072-2(b)(10)(i) - (vi).

(4) PROPOSAL PREPARATION INSTRUCTIONS - TECHNICAL (VOLUME III)

(a) The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation

(b) The Technical Volume will describe, in complete detail, all aspects of the proposed program. Describe related experience, personnel, proposed design activity and analyses, risk assessment, approach to mitigate risks, and impact of risk areas. Innovative approaches are encouraged, but must include an assessment of risk, alternatives, and effects on mission effectiveness (e.g., damage expectancy). References to appropriate Statement of Work/Statement of Scope/Work Description tasks should be explicitly indicated. The Government reserves the right to incorporate features proposed in the Technical Proposal in the resulting contract.

(c) As a minimum, the Technical Volume shall address the following:
Subfactor 1: System Engineering and Interoperability
Offerors shall evidence their ability to meet the core technical performance requirements of the Radiant Alfred (RA), Shadowcat (SC), and Tomahawk (TMK) systems. The proposal must address:
Geolocation & Latency Metrics: 1) System edge Digital Signal Processing (DSP) achieves single-platform geolocation (i.e., from a single RA, SC or TMK) with a Root Mean Square (RMS) error of 10 degrees and a Circular Error Probability (CEP) of 10% of the slant range from the sensor to the target. 2) Cursor-on-Target (CoT) messages are disseminated with a maximum latency of 12 seconds measured objectively from the timestamp of initial radio frequency (RF) signal arrival at the antenna aperture to the

successful output of the CoT message. The Offeror shall provide an architectural diagram along with supporting engineering calculations demonstrating how they will meet the geolocation and latency requirements.

Hardware Specifications: RA and SC systems must possess primary SDR transceivers (2 MHz to 7200 MHz, 100 MHz BW) and auxiliary SDR transceivers tuning from 160 MHz to 7200 MHz (8-channels for RA, 4-channels for SC, 40 MHz BW) for 5G FR1 operations. TMK systems must possess a primary SDR transceiver with a minimum of eight (8) Rx/Tx channels tuning from 160 MHz to 7200 MHz with a minimum digital instantaneous bandwidth of 40 MHz/channel.

Independent Tracking: All systems must feature dedicated 802.11 WiFi subsystem covering the 2.4 GHz and 5.8 GHz bands with a minimum of 8 Rx/Tx channels for RA/TMK and 4 Rx/Tx channels for SC. All systems must feature dedicated, purpose-built subsystems capable of receiving Automatic Identification System (AIS) and Automatic Dependent Surveillance-Broadcast (ADS-B) signals without utilizing the primary SDR.

Interoperability: A detailed network architecture diagram and supporting engineering rationale demonstrating the methodology for seamless command, control, and communications (C3) among the RA, SC, and TMK nodes. The proposal must include empirical test data or a detailed validation methodology proving successful dual-WAN load-balancing and failover across a Virtual Private Network (VPN) utilizing both 5G Cellular and SATCOM (e.g., VSAT, Starlink, OneWeb) while maintaining continuous connectivity.

Subfactor 2: Cybersecurity and Risk Management

Offerors shall evidence their ability to achieve and sustain DoD Authorization to Operate (ATO). The proposal must address:

Vulnerability Mitigation: Provision of a preliminary baseline Software Bill of Materials (SBOM), compliant with industry standards (e.g., SPDX ISO/IEC 5962:2021 or CycloneDX), along with a documented DevSecOps methodology detailing the continuous scanning and mitigation strategy that guarantees zero unmitigated High/Critical Common Vulnerabilities and Exposures (CVEs), scored via Common Vulnerability Scoring System (CVSS) v4.0, as of the date of proposal submission.

Encryption Standards: Implementation of OpenVPN and WireGuard VPN architectures that fully support NIST-standardized Post-Quantum Cryptography (PQC) algorithms (specifically FIPS 203, 204, and 205).

IT Asset Accountability: Provision of a comprehensive Hardware Bill of Materials (HBOM) formatted to provide all requisite data fields (e.g., equipment type, manufacturer, model number, part number, discrete components, and Item Unique Identification (IUID) construct) necessary to enable Government compliance with AFMAN 17-1203, Information Technology (IT) Asset Management (ITAM). The proposal must delineate the offeror's methodology for documenting and updating this hardware baseline.

Subfactor 3: Sustainment, Maintenance, and Pre-Planned Product Improvement (P3I)

Offerors shall evidence their ability to provide lifecycle support and continuous improvement. The proposal must address:

Field Support & Updates: Submission of an active Service Level Agreement (SLA) with a global logistics provider, or documented historical proof of an existing global support footprint, demonstrating the ability to deploy Field Service Representatives (FSRs) capable of executing rapid Repair-in-Place operations worldwide, within five (5) business days of service ticket initiation to CONUS locations and OCONUS locations that do not require advance visa processing for U.S. personnel. For restricted OCONUS locations, deployment must occur within five (5) business days of visa approval.

Automated remote firmware/software updates including detailed Changelogs provided on a quarterly basis.

Pre-Planned Product Improvement (P3I) Strategy: Provision of documented Application Programming Interfaces (APIs) and Interface Control Documents (ICDs) defining the physical and software integration of minimum IP65-rated peripherals (e.g., Starlink/OneWeb systems, acoustic sensors, radar) with the baseline systems over the contract lifecycle.

Subfactor 4: Testing and Training

Offerors shall evidence their ability to validate system performance and prepare end-users. The proposal must address:

Field Testing: Provision of a preliminary milestone schedule detailing deploying a minimum two (2) FSRs for a minimum ten (10) business days to support Developmental Testing (DT) and Operational Testing (OT) at specified CONUS and OCONUS locations for Field User Evaluations (FUE).

Instructional Metrics: Submission of a Training Syllabus and Course Schedule demonstrating a minimum 40-hour (5-day) Classroom-Based Instruction (CBI) block for a maximum of 12 students per session at a contractor-provided facility.

Manuals: Delivery of 100% electronic-based instruction and maintenance manuals delivered in an Interactive Electronic Technical Manual (IETM) format (e.g., MIL-STD-3001 or S1000D compliant PDF/XML) prior to the first scheduled testing. The Offeror must submit a draft Table of Contents, a sample module of the Interactive Electronic Technical Manual (IETM), and a milestone schedule explicitly agreeing to deliver the finalized training manuals to the Government prior to the commencement of testing.

Subfactor 5: Logistics, Mobility, and Environmental Protection

Offerors shall evidence their ability to meet the physical and environmental rigors of the SOS. The proposal must address:

Weight Constraints: Maximum system weights strictly adhering to the following limits: Radiant Alfred (500 lbs, excluding mast ballast and external power peripherals (specifically defined as fuel-powered generators and external solar-array panels)), Shadowcat (350 lbs), and Tomahawk (250 lbs, excluding mast ballast and external power peripherals). MIL-STD-1472H (Human Engineering) establishes the maximum allowable weight for a single lifter at 51 lbs, and a 4-person team lift caps out at 204 lbs. Radiant Alfred, Shadowcat and Tomahawk must ship in containers that enable no more than 4-person lift with prominently labeled weight restrictions, and specifically designed with hoist/lift points on the shipping/transport cases so they can be moved using standard mechanical load assistance devices. Offerors shall provide a system weight budget matrix and dimensional mechanical drawings demonstrating that the RA, SC, and TMK systems can be modularly disassembled.

Environmental Ratings & Testing Standards: Validated continuous operation in extreme ambient temperatures between 14 F (-10 C) and 122 F (50 C) without external thermal management. All primary enclosures and external components must achieve an Ingress Protection (IP) rating of at least IP65. Submission of certified independent laboratory test reports, detailed engineering thermal and structural simulation model, or a detailed and verifiable engineering test matrix, demonstrating compliance with MIL-STD-810H (Methods 514.8, 516.8, 509.7, 506.6) and MIL-STD-461H testing standards.

Global Shipping Strategy: A documented approach for packaging equipment in strict accordance with MIL-STD-2073-1 (Standard Practice for Military Packaging) or ASTM D3951 (Standard Practice for Commercial Packaging) to prevent physical and environmental degradation during transit. The strategy must detail the real-time tracking methodology via commercial/military freight, and delineate the process and timeline (e.g., within 7 calendar days) for resolving customs administration and shipping discrepancies without additional cost to the Government.

PROPOSAL PREPARATION INSTRUCTIONS - PAST PERFORMANCE (VOLUME IV)

(a) Provide past performance information, limited to no more than three (3) relevant contracts each for any one prime and each of its major subcontractors completed in the

past three (3) years (e.g., if prime is proposing three subcontractors, 12 contracts would be the maximum number allowed; 3 for the prime and 3 each for each of the subs). Relevant contracts may include joint ventures, subcontractors and/or teaming partners. Only references for relevant type contracts are desired. Completed contracts may be drawn from the whole range of an Offeror's completed commercial and Government contracts, to include any completed orders under ongoing Indefinite-Delivery, Indefinite-Quantity contracts. Only references for completed contracts are desired.

(b) Performance Evaluations for Contracts Completed in the past three (3) years. Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(c) Performance Surveys. The Government will evaluate the quality and extent of Offeror's performance deemed relevant to the requirements of this RFP. The Government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Provide a list of no more than three (3) of the most relevant contracts for any one prime and major subcontractors performed for Federal agencies and commercial customers within the last three (3) years. Relevancy is determined by the following definitions:

RELEVANT: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

More recent and more relevant performance will have a greater impact than less recent, less relevant efforts. Submit information on contracts that the Offeror considers relevant in demonstrating the ability to perform the proposed effort. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

(d) Teaming Arrangements. If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(e) Subcontractor Consent. Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

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		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (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		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		

FAR Clauses Incorporated by Full Text

52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)

ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

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

_____

_____

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

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

52.216-1 Type of Contract. (Deviation 2026-O0038) (Feb 2026)

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a hybrid Firm Fixed Price (FFP) and Cost Reimbursement contract resulting from this solicitation.

(End of provision)

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-guidehttps://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

N/A ____ ____

(End of clause)

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 Defense Federal Acquisition Supplement (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions.* As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level.* The CMMC level required by this solicitation is: CMMC Level 2 (Self). This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones.* If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers.* The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7012 Requirements for Submission of Proposals via Electronic Media. (Jan 2018)

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: *electronic mail (email).*

(End of provision)

Section M - Evaluation Factors for Award

I. Introduction

A. This Section outlines those factors which comprise the criteria the Government will consider in evaluating Offerors' capabilities and proposals. The criteria listed are intended to show the scope of the evaluation to be performed on proposals submitted in response to the Request for Proposal. Evaluation will be accomplished by comparing Offerors' capabilities and proposal elements against Government requirements.

II. Basis for Contract Award

A. Source Selection Methodology: This acquisition will utilize the Lowest Price Technically Acceptable (LPTA) source selection procedure in accordance with RFO 15.103-2, as supplemented by R-DFARS 215.103-2, the DoD Source Selection Procedures, and DAF Part 15. The Government intends to award one contract as a result of this solicitation. A decision on the technical acceptability of each offeror's proposal will be made. Among those offerors who are determined to be technically acceptable and have acceptable past performance, award will be made to the offeror having the lowest total evaluated price. Offerors are reminded that the Government will only evaluate one proposal from each offeror. Award will be made to the responsible offeror whose proposal is technically acceptable, has acceptable past performance, conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation described in paragraph III below

III. Proposal Evaluation: The evaluation process will be accomplished as follows (Organized by Volume):

A. General

1. Competitive Negotiations: The Government intends to award without competitive negotiations, but reserves the right to conduct competitive negotiations if determined necessary. Any competitive negotiations will be conducted in accordance with RFO 15.204-2. The Contracting Officer, with the concurrence of the Source Selection Authority, may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition.

B. Volume I, Completed RFP/Contract Forms

1. General: Each offeror's completed RFP will be evaluated to ensure Section K and Section L fill-ins are properly completed and to verify the offer is valid for 180 days from the closing date of the solicitation.

2. Each offeror's completed RFP will be evaluated to ensure evidence of an adequate accounting system as determined by the DCAA and evidence of Pre-Award Audit Registration.

C. Volume II, Price/Cost Proposal

The Wessex Wraith CLIN Price Sheet (Attachment #4) will be used to establish the TEP. The TEP will be calculated by multiplying the contractor's proposed unit price for each item by the estimated quantity to be purchased for each item. The Government has provided ceiling/plug amounts for travel, shipping, non-warrantied replacement parts, and consumables CLINs (i.e. CLINs 0047, 0048, 0049, and 0050, respectively) in Attachment #4 which will be applied evenly to each offeror's TEP.

Pricing will be evaluated for reasonableness, balance, and realism as follows:

Reasonableness - the degree to which proposed cost or price compares to the cost or price a reasonable and prudent person would expect to incur for the same or similar goods or services.

Balance - the degree to which the offer contains balanced pricing in accordance with FAR 15.404-6. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items, including option line items, is significantly overstated or understated as indicated by the application of analysis techniques. The Government will analyze offers to determine whether there are unbalanced separately priced line items or sub-line items. Prices submitted will be compared and evaluated to ensure that a logical progression exists as related to price and quantity changes within each Offeror's response to the pricing structure in the line items. The evaluation will consider the risks to the Government associated with the unbalanced pricing in determining the award decision, and consider whether award of the order will result in paying unreasonably high prices for performance. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

Realism - a realism analysis will be performed on the Offeror's proposed indirect rates to ensure they are supported by actual accounting data and/or established through an independent audit tied to an Offeror's DCAA approved accounting system. The realism determination will be independent of TEP, but will be a requirement for award along with an approved accounting system.

D. Volume III, Technical Factor

1. General: Each offeror's written technical proposal shall be evaluated, based on the subfactors below, to determine if the offeror's solution meets the requirements of the Statement of Scope (SOS) and demonstrates a thorough knowledge and understanding of those requirements. The technical proposal addresses each of the following subfactors in sufficient detail.

Subfactor 1: Systems Engineering and Interoperability

The standard is met when the offeror's solution explicitly addresses and provides the required documentation, supported by engineering rationale, architectural diagrams, or historical performance data, for the following criteria:

Geolocation & Latency: The proposal provides an architectural diagram and engineering calculations demonstrating single-platform geolocation with a Root Mean Square (RMS) error of 10 degrees and a Circular Error Probability (CEP) of 10% of the slant range from the sensor to the target, along with a maximum dissemination latency of Cursor-on-Target (CoT) messages of 12 seconds measured objectively from the timestamp of initial radio frequency (RF) signal arrival at the antenna aperture to the successful output of the CoT message. The standard is met when the proposal provides an architectural diagram and engineering calculations demonstrating how the Offeror will meet the geolocation and latency requirements.

Hardware Specifications: Integration of primary SDR transceivers (2 MHz to 7200 MHz, 100 MHz BW) for RA and SC systems; AND integration of dedicated auxiliary SDR transceivers tuning from 160 MHz to 7200 MHz (8-channels for RA, 4-channels for SC, 40 MHz BW) for 5G FR1 operations; and tuning from 160 MHz to 7200 MHz with a 40 MHz/channel digital instantaneous bandwidth for Tomahawk (TMK) systems.

Independent Tracking: All systems must feature dedicated 802.11 WiFi subsystem covering the 2.4 GHz and 5.8 GHz bands with a minimum of 8 Rx/Tx channels for RA/TMK and 4 Rx/Tx channels for SC. All systems must feature dedicated, purpose-built subsystems capable of receiving Automatic Identification System (AIS) and Automatic Dependent Surveillance-Broadcast (ADS-B) signals without utilizing the primary SDR.

Interoperability: The proposal provides empirical test data or a detailed validation methodology demonstrating seamless Command, Control, and Communications (C3) among the RA, SC, and TMK nodes leveraging a dual-WAN load-balancing Virtual Private Network (VPN) over 5G Cellular and SATCOM.

Subfactor 2: Cybersecurity and Risk Management

The standard is met when the offeror's solution addresses and provides the required documentation, supported by engineering rationale, architectural diagrams, or historical performance data, for the following criteria:

Vulnerability Mitigation: Delivery of a preliminary Software Bill of Materials (SBOM), compliant with industry standards (e.g., SPDX ISO/IEC 5962:2021 or CycloneDX), alongside a documented DevSecOps continuous scanning methodology demonstrating zero (0) unmitigated High or Critical Common Vulnerabilities and Exposures (CVEs) as scored by the National Vulnerability Database (NVD) CVSS v4.0 calculator as of the date of proposal submission.

Encryption Standards: Implementation of OpenVPN and WireGuard VPN architectures that natively support the finalized NIST Post-Quantum Cryptography (PQC) standards (FIPS 203 ML-KEM, FIPS 204 ML-DSA, and FIPS 205 SLH-DSA, as published August 2024).

Hardware Compliance: Comprehensive Hardware Bill of Materials (HBOM) formatted to provide all requisite data fields (e.g., equipment type, manufacturer, model number, part number, discrete components, and Item Unique Identification (IUID) construct) necessary to enable Government compliance with AFMAN 17-1203, Information Technology (IT) Asset Management (ITAM). The proposal must delineate the offeror's methodology for documenting and updating this hardware baseline.

Subfactor 3: Sustainment, Maintenance, and Pre-Planned Product Improvement (P3I)

The standard is met when the offeror's solution addresses and provides the required documentation, supported by engineering rationale, architectural diagrams, or historical performance data, for the following criteria:

Field Support: The standard is met when the Offeror's proposed timeline explicitly commits to a Field Service Representative (FSR) deployment to restricted OCONUS locations within five (5) business days of service ticket initiation. In evaluating this timeline, the Government acknowledges that the five-day standard is exclusive of host-nation visa processing and customs administration delays.

Software/Firmware Updates: Delivery of automated remote firmware/software updates accompanied by detailed Changelogs on a quarterly (3-month) basis.

P3I Strategy: Provision of documented Application Programming Interfaces (APIs) and Interface Control Documents (ICDs) demonstrating the standardized physical and software integration pathways for IP65-rated peripherals (e.g., Starlink/OneWeb systems, acoustic sensors, radar) with the baseline systems throughout the contract lifecycle.

Subfactor 4: Testing and Training

The standard is met when the offeror's solution addresses and provides the required documentation, supported by engineering rationale, architectural diagrams, or historical performance data, for the following criteria:

Field Testing: The proposal provides a preliminary milestone schedule detailing the deployment of a minimum of two (2) FSRs for a minimum of ten (10) business days to support Developmental Testing (DT) and Operational Testing (OT) at specified CONUS and OCONUS locations for Field User Evaluations (FUE).

Instructional Metrics: The standard is met by the submission of a Training Syllabus and Course Schedule that demonstrates the planned execution of a minimum forty (40)-hour (five (5)-day) Classroom-Based Instruction (CBI) block.

Documentation: Submit a milestone schedule explicitly agreeing to deliver 100% electronic-based instruction and maintenance manuals in an Interactive Electronic Technical Manual (IETM) format (MIL-STD-3001 or S1000D compliant) prior to the first scheduled testing event. The standard is met when the Offeror submits all the following: an acceptable draft Table of Contents for the system training manuals, an acceptable sample training module, and a milestone schedule explicitly agreeing to deliver the finalized training manuals to the Government prior to the commencement of testing.

Subfactor 5: Logistics, Mobility, and Environmental Protection

The standard is met when the offeror's solution addresses and provides the required documentation, supported by engineering rationale, architectural diagrams, or historical performance data, for the following criteria:

Weight Constraints: Maximum system weights strictly adhering to 500 lbs for RA (excluding mast ballast and external power peripherals (specifically defined as fuel-

powered generators and external solar-array panels)), 350 lbs for SC, and 250 lbs for TMK (excluding mast ballast and external power peripherals). Submission of a System Weight Budget Matrix and dimensional mechanical drawings demonstrating that the RA, SC, and TMK systems can be modularly disassembled into transit cases where no single case exceeds the 204 lbs 4-person lift limit per MIL-STD-1472H, and specifically designed with hoist/lift points on the shipping/transport cases so they can be moved using standard mechanical load assistance devices.

Environmental Ratings: Validated continuous operation in extreme ambient temperatures between 14 F (-10 C) and 122 F (50 C) without external thermal management, and an Ingress Protection (IP) rating of at least IP65 or higher for all primary enclosures and external components.

Testing Standards: Submission of certified independent laboratory test reports, a detailed engineering thermal and structural simulation model, or a verification matrix proving with compliance with MIL-STD-810H (Methods 514.8, 516.8, 509.7, 506.6) and MIL-STD-461H testing standards.

Global Shipping Strategy: A documented approach demonstrating packaging in accordance with MIL-STD-2073-1 or ASTM D3951, real-time tracking, and a guarantee to resolve discrepancies within seven (7) calendar days at no additional cost to the Government.

2. Technical Rating: The technical rating reflects the evaluation of the acceptability of the offeror's proposed solution for meeting the Government's requirement. The offeror's proposal shall be evaluated to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the table below. One technical rating will be assigned to each technical subfactor. In order to be considered awardable, there must be an "acceptable" rating in every subfactor.
Technical Acceptable/Unacceptable Ratings:
Acceptable - Proposal meets the requirements of the solicitation.
Unacceptable - Proposal does not meet the requirements of the solicitation.
E. Volume III, Past Performance Factor
1. General: The past performance assessment will assess the offeror's/joint venture members' ability: (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as an entity (subcontractor and/or teaming contractor), other than the offeror itself, that will perform requirements valued at 25% or more of an offerors TEP. The Government will evaluate the offeror's/joint venture members' and if applicable, the critical subcontractors' demonstrated record of contract compliance in supplying products and services that meet users' needs, including cost and schedule. The Government will contact the people identified in the offeror's Present/Past Performance Volume to obtain assessments of the quality of the offeror's performance of the effort, including the number and severity of any identified problems and the effectiveness of any corrective actions taken. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. For purposes of this evaluation, recency is defined as active at least 50% complete or completed efforts performed in the past three (3) years from the issuance date of the RFP. The Government will take into account past performance information regarding predecessor companies (if used), affiliates, other divisions, or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the proposed instant effort.

2. Past Performance Assessment: In assessing PPI, the Government will employ several approaches, including, but not limited to:
a) Other Sources of Information: Pursuant to RFO 15.202(c)(3)(i) the Past Performance Team evaluation is not limited to review of the information provided in the offeror's Present/Past Performance volume. Present/Past performance information may be obtained from the Government's Federal Awardee Performance and Integrity Information System (FAPIIS), and Contractor Performance Assessment Rating System (CPARS). The Government reserves the right to use performance information from other sources such as Defense Contract Management Agency (DCMA), Fee Determining Officials, or commercial sources. Data from previous source selections may be used if the data is recent and relevant.
b) Adverse Past Performance: Offerors shall be given an opportunity to address adverse past performance information if the offeror, joint venture member and/or critical subcontractor has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The past performance evaluation assessment will consider issues including but not limited to the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.
c) Critical Subcontractors: The Government will also consider if necessary present/past performance of any critical subcontractor performing major or critical aspects of this requirement.
d) Key Personnel: The evaluation of the offeror's/joint venture member's present/past performance WILL NOT include the present/past performance of any key personnel, even though they may perform major or critical aspects of this requirement.
3. Relevancy Definitions: The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent PPI efforts submitted. The Government is not bound by the offeror's opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in Volume III of the Offeror's proposal.
RELEVANT: Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
NOT RELEVANT: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
4. Past Performance Evaluation Ratings: As a result of the recency, relevancy and quality assessments of the contracts evaluated, one of the following ratings as described in the DoD Source Selection Procedures will be assigned to the Past Performance factor.

Past Performance Evaluation Ratings:
Acceptable - Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable - Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the

required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see RFO 15.202(c)(1)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

5. Small Business Compliance in Past Performance Efforts: Pursuant to R-DFARS 215.202-70(a)(1) the assessment will consider whether the past performance demonstrated the offeror's/joint venture members' (and critical subcontractor's, if applicable) compliance with RFO 52.219-8, Utilization of Small Business Concerns.