SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number			Page 1 Of 26	
2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number W912CH-26-Q-0058	6. Solicitation Issue Date 2026JUN17
7. For Solicitation Information Call:	A. Name JUSTINE BROUGHTON		B. Telephone Number (No Collect Calls) (586)282-7504	8. Offer Due Date/Local Time 2026JUL17 11:00am

9. Issued By Code W912CH

ACC-DTA

6501 E. 11 MILE RD.

DETROIT ARSENAL, MI 48397-5000

Email: JUSTINE.R.BROUGHTON.CIV@ARMY.MIL

10. This Acquisition is ☐ Unrestricted OR ☒ Set Aside: 100 % For:

☒ Small Business ☐ Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program

☐ Hubzone Small Business ☐ EDWOSB

☐ Service-Disabled Veteran-Owned Small Business NAICS: 333992

☐ 8(A) Size Standard: 0

11. Delivery For FOB Destination Unless Block Is Marked

☒ See Schedule

12. Discount Terms

☐ **13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)** **13b. Rating** NONE

14. Method Of Solicitation ☒ RFQ ☐ IFB ☐ RFP

15. Deliver To Code

SEE SCHEDULE

Telephone No.

16. Administered By Code

17a. Contractor/Offeror Code Facility

Telephone No.

18a. Payment Will Be Made By Code

☐ **17b. Check If Remittance Is Different And Put Such Address In Offer**

18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked

☐ See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data

26. Total Award Amount (For Govt. Use Only)

☒ **27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda** ☒ Are ☐ Are Not Attached.

☐ **27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda** ☐ Are ☐ Are Not Attached.

☒ **28. Contractor Is Required To Sign This Document And Return** 1 **Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.**

☐ **29. Award Of Contract: Ref.** _____ **Offer Dated** _____. **Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:**

30a. Signature Of Offeror/Contractor		31a. United States Of America (Signature Of Contracting Officer)	
30b. Name And Title Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Contracting Officer (Type Or Print)	31c. Date Signed

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative 32g. E-Mail of Authorized Government Representative

33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
Partial Final			☐ Complete ☐ Partial ☐ Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By		

41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer	41c. Date	42b. Received At (Location)	
		42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

SUPPLEMENTAL INFORMATION

Buyer Name: JUSTINE BROUGHTON
Buyer Office Symbol/Telephone Number: CCTA-APS-B/(586)282-7504
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: Radar & Sensor
FMS REQUIREMENT

*** End of Narrative A0000 ***

AA.1 BACKGROUND/DESCRIPTION OF THE ACTION

A.1.1 This solicitation is intended to result in the award of a single Firm Fixed Price Contract for supplies specified.

A.1.2 This solicitation is intended to result in a one-time procurement with no option periods.

A.1.3 The resulting contract will be executed as a commercial buy, as a total small business set aside in accordance with RFO FAR 19.104-1.

A.1.4 In accordance with RFO FAR 52.212-1(b) period for acceptance of offers for 60 calendars days from the specified for receipt of offers.

A.2 ELECTRONIC CONTRACTING

A.2.1 All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (https://www. SAM.gov). When available electronically, Technical Data Packages (TDPs) will be provided to the contractor either as separate attachments that will be made available within SAM.gov or as links within the PIEE Solicitation Module.

A.2.2 This solicitation requires any proposal, modification or revision/amendment submission via the Procurement Integrated Enterprise Environment (PIEE) - Solicitation Module. (See Section L for further information.)

PIEE Log in Page: https://piee.eb.mil/xhtml/unauth/home/login.xhtml

This will require offerors to be registered in PIEE and have the appropriate access/user role for the Solicitation module within PIEE. This may also require action on the part of offerors to request and obtain the appropriate access/user role for the Solicitation module in order to upload and submit any proposal, modification or revision/amendment. Offerors are required to review their PIEE module access immediately and initiate any necessary request(s) for the Solicitation module, which should be done as soon as possible, and well in advance of the solicitation closing date/time.

See the below for information regarding PIEE and the Solicitation Module:

Getting Started with PIEE:

https://piee.eb.mil/xhtml/unauth/web/homepage/vendorGettingStartedHelp.xhtml
https://pieetraining.eb.mil/wbt/xhtml/wbt/portal/overview/vendorRegister.xhtml
https://pieetraining.eb.mil/wbt/portal/portal/Vendor_Registration.pdf

PIEE Solicitation Module Information and Web Training:

https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml https://pieetraining.eb.mil/wbt/sol/Solicitation_Registration.pdf
https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/solicitation/proposals.xhtml

Other helpful Info:

https://www.acq.osd.mil/asda/dpc/ce/cap/docs/piee/PIEE_Solicitation_Module_Vendor_Access_Instructions.pdf

A.2.3 Please pay close attention to the Issued By block location on the cover page of the solicitation closing date/time. The solicitation closing date/time is based on the local time of the location of the Issued By office. Offerors are responsible for submitting any proposal, modification or revision/amendment, so as to be received by the Government office designated in the solicitation by the date/time specified.

A.2.4 It is the responsibility of the offeror to ensure any proposal, modification, or revision/amendment is received by the date and time specified on the cover page of this solicitation. If any proposal, modification, or revision/amendment was not received at the initial point of entry to the Government infrastructure by the exact date and time specified on the cover page of this solicitation, it will be determined late and will be handled in accordance with FAR 52.215-1 or FAR 52.212-1 (whichever is applicable to this solicitation).

Proposal, modification, or revision/amendment is defined to mean ALL volumes or parts required in the solicitation and included in the electronic submission.

Note: Any proposal, modification, or revision/amendment size and content may impact the time it takes for submission. Therefore, offerors are strongly cautioned that adequate time should be allowed when submitting any proposal, modification, or revision/amendment.

A.2.5 Solicitations may remain posted on www.SAM.gov after the solicitation closing date. If the response deadline has passed for the solicitation, offerors will no longer be able to submit electronic responses.

A.2.6 Any award issued as a result of this solicitation will be distributed electronically. In the event of a Freedom of Information Act (FOIA) (5 USC 552) request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released. In addition, in accordance with Executive Order 12600 (June 23, 1987), please be advised it is the Government's intention to also release the unit price(s) in response to any request under FOIA. Unit price is defined as the contract price per unit, or item purchased as it appears in Section B of the contract. Unit price does NOT refer to, nor does it include Cost or Pricing data or information. If an offeror objects to the release of the unit price(s) in the contract or contract modifications in the event of a FOIA request, the offeror must notify the Contracting Officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection, consistent with the provisions of FOIA. A release determination will be made in accordance with FOIA based on the rationale provided.

A.2.7 Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the APEX (formerly Procurement Technical Assistance Center (PTAC)) website at http://www.miapex.org/ to locate a regional center.

A.3 ACKNOWLEDGEMENT OF AMENDMENTS

Acknowledge all the amendments received from the Government by identifying the amendment number and its issue date below:

Amendment Number: Date:

_____ _____

_____ _____

_____ _____

_____ _____

A.4 ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

Information regarding the Ombudsperson for this contract is located at the following website: https://www.tacom.army.mil/ombudsperson . (Best viewed using Google Chrome or Microsoft Edge)

A.5 ALL OR NONE-COMMERCIAL ITEM ACQUISITION

A.5.1 This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS. Paragraph (h) is modified to say that the proposal or quote must offer to provide the total quantity of the items in this solicitation.

A.5.2 Only one award will be made as a result of this solicitation. Offers submitted for less than the total quantities of all the items

in this solicitation will NOT be considered for award.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	MILLER XMT WELDER	20	LO	$_____	$_____
	NSN: 9999-99-999-9999 COMMODITY NAME: MILLER XMT WELDER CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 907161				
	PRON: J54G1489EH PRON AMD: 01 FMS COUNTRY/CASE: JO/YBZ				
	See Attachment 0001 Miller XMT Welder Specs.				
	NOTE: Required Accessory: Miller suitcase feeder, p/n 951580				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJOA9N4037D017 BXXYBZ L 3 PROJ CD BRK BLK PT BJOA00 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20 0060				
	FOB POINT: Origin				
	SHIP TO: (BJOA00) SEE SSI				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MILLER SYNCROWAVE 40 NSN: 9999-99-999-9999 COMMODITY NAME: Miller Syncrowave 40 CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 00000 Mfr Part Number: 951000004 PRON: J54G1490EH PRON AMD: 01 FMS COUNTRY/CASE: JO/YBZ See Attachment 0002 Miller Syncrowave 400 Welder Specs (End of narrative B001) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC REL CD / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD 001 BJOA9N4037D018 BXXYBZ L 3 PROJ CD / BRK BLK PT BJOA00 DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 10 0060 FOB POINT: Origin SHIP TO: (BJOA00) SEE SSI	10	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
C.1 The contractor shall deliver, 10 EA Miller Welders in accordance with Attachment 0001 JO-YBZ Miller Syncrowave 400 Welder Spec and Attachment 0002 JO-YBZ Miller 20 EA XMT 350 Welder Spec.

*** END OF NARRATIVE C0001 ***

PACKAGING AND MARKING
D.1 Packaging and Marking

D.1.1 Packaging includes packing, preservation, and other procedures designed to protect materiel from damage or deterioration while in transit or in storage. Foreign Military Sales (FMS) shipments are packed to not less than Military Level A/B as defined in MILSTD-129 or in accordance with best commercial practices based on the mode of shipment selected for the purchased items (i.e. water, air, motor, rail). The Department of Defense contractor is responsible to package the freight in accordance with the mode of shipment selected to its ultimate destination.

D.2 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

D.2.1 In accordance with DOD 4140.65-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), Regulation of Wood Packaging Material in International Trade, current edition, (hereinafter ISPM 15), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organizations compliance program.

D.2.2 Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.or g). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.

D.2.3 Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

MAPAC: BJOA00
SUPP ADD: BXXYBZ
SHIP TO/ MARK FOR: BJOA00
SHIP TO: APOD - ADJ or WPOD - PE1
GHQ - JORDAN ARMED FORCES
DIR OF DEF PROC - ROYAL MNT CORP ST
TEL 96265000171 FAX 01196265001189
ALMADAAN STREET TAREQ DISTRICT 1119
AMMAN JORDAN

*** END OF NARRATIVE D0001 ***

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)	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
0001	MILLER XTM WELDER
0002	Miller Syncrowave 400 Welder

(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_____

(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 paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause 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 -7-, 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)

F.1 FOB POINT

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

F.1.1 Contractor's Plant: _____

(City) (State) (ZIP) (County)

F.1.2 Subcontractor's Plant: _____

(City) (State) (ZIP) (County)

F.2 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES
At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es)contained in this contract.

*** END OF NARRATIVE F0001 ***

CONTRACT ADMINISTRATION DATA

2 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) 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.

COMBO

_____

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

(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.

COMBO

_____

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

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

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

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

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract. [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W912CH
Admin DoDAAC	TBD
Inspect By DoDAAC	SEE SCHEDULE
Ship To Code	SEE SCHEDULE
Ship From Code	SEE SCHEDULE
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	CONTACT ACO
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g)WAWF point of contact.

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

N/A

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

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

(End of clause)

G.1 Transportation Account Code (TAC) for FOB-Origin Shipment.

DCMA: The TAC code to use in GBL preparation for shipments made under this contract is (Buyer to enter 'X' below; and fill in "Other" 4-

digit TAC code as applicable):

[x] BFMS (country-funded FMS cases)
[ ] Other (Fill in pseudo FMS cases): _____

*** END OF NARRATIVE G0001 ***

CONTRACT CLAUSES

3	52.202-1	DEFINITIONS	JUN/2020
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) -- ALTERNATE I (NOV 2021)	NOV/2021
5	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
6	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
7	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)	FEB/2026
8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
9	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)	FEB/2026
10	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026)	FEB/2026
11	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)--ALTERNATE I (MAR 2020)	MAR/2020
12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
13	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
14	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
15	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
16	52.223-23	SUSTAINABLE PRODUCTS (FEB 2026)	FEB/2026
17	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
18	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
19	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
20	52.233-1	DISPUTES (MAY 2014) -- ALTERNATE I (FEB 2026)	FEB/2026
21	52.243-1	CHANGES--FIXED PRICE (FEB 2026) -- ALTERNATE II (FEB 2026)	FEB/2026
22	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
23	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
24	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
25	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
26	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)	FEB/2024
27	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
28	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
29	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
30	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
31	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
32	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
33	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
34	252.246-7008	SOURCES OF ELECTRONIC PARTS (JAN 2023)	JAN/2023
35	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
36	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
37	52.219-14	LIMITATIONS ON SUBCONTRACTING (FEB 2026)	FEB/2026

(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)

38 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) -- ALTERNATE I (FEB 2026) FEB/2026

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Contracting Officer must insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

39 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of JO, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

40 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026) FEB/2026

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.(1) The Contracting Officer may terminate the contract.
(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

41 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) FEB/2026

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

42 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) FEB/2026

(a)Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b)Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

43 52.223-11 OZONE-DEPLETING SUBSTANCES (FEB 2026) FEB/2026

(a) Definition. As used in this clause

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

44 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2024-O0003) DEC/2023

(a) The Contractor shall

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States orCoalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended,unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to

(1) Terminate any contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or

(2)(i) Void any contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial products and commercial services, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	MILLER XMT 350 WELDER SPEC	02-JUN-2026	001	EMAIL
Attachment 0002	MILLER SYNCROWAVE 400 WELDER SPEC	02-JUN-2026	001	EMAIL

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

45	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
46	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
47	252.204-7017	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)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

48	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
49	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)	FEB/2026
50	252.215-7008	ONLY ONE OFFER (DEC 2022)	DEC/2022
51	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023

L.1 OFFERS DELIVERED BY THIRD PARTY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)

L.1 .1 Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. Preference for offers is to be submitted in response to solicitations via SAM.gov. Alternatively offers may be mailed following these procedures.

L.1.2 Offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Detroit Arsenal, MI 48397-5000

L.1.3 Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

L.1.4 The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

L.1.5 Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government.

L.2 Army Contract Writing System (ACWS) Transition Information for Offerors

L.2.1 The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Solicitation.

L.2.2 During this transition period, Offerors are hereby advised:

L.2.2 .1 The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:

L.2.2.1.1 This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.

L.2.2.1.2 If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.

L.2.2.1.3 A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

L.2.2.2 The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:

L.2.2.2.1 Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter existing quote/proposal terms, or could affect Contract performance post-award.
L.2.2 .2.2 Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.

L.2.2.2.3 Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

L.2.2.3 The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.

L.2.2.4 In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:

L.2.2.4.1 May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.

L.2.2.4.2 Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.

L.2.2.4.3 Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.

L.2.2.4.4 Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

L.3 UNCLASSIFIED Proposal, Modification, or Revision/Amendment Submission Instructions

L.3.1 Proposals, modifications, or revision/amendment shall be submitted in accordance with the below instructions. It is not anticipated that any requested proposal, modification, or revision/amendment/amendment information will be CLASSIFIED. The below instructions are for UNCLASSIFIED proposals, modifications, or revision/amendments/amendments only.

L.3.2 Procurement Integrated Enterprise Environment (PIEE) Solicitation

L.3.2.1 Any proposal, modification, or revision/amendment shall be submitted electronically through the Solicitation module within the PIEE, available at: https://piee.eb.mil. For information on PIEE Solicitation, which includes information on how to submit a proposal, modification, or revision/amendment, please refer to the web-based training (WBT) at: https://pieetraining.eb.mil/wbt/ and click on the Solicitation Module. The offeror shall contact the PIEE Help Desk to troubleshoot any technical issues it may experience. The Contracting Officer and Contract Specialist are not able to assist with technical issues.

L.3.2.2 PLEASE NOTE that once an offer is submitted in the Solicitation Module of PIEE, it cannot be modified or edited. The PIEE Solicitation Module allows an offeror to withdraw its offer and submit a new offer prior to the solicitation closing date and time.

L.3.2.3 No other submission methods are authorized. In the event PIEE Solicitation is offline, the offeror must obtain Contracting Officer approval to use an alternate submission method prior to the solicitation closing date/time. It is recommended that requests for approval of an alternate submission method be made a minimum of 2 hours before the closing time on the closing date of the solicitation.

L.3.2.4 The offeror is responsible for following the registration instructions found on the PIEE website. It is advised all offers and offeror points of contact are registered on the PIEE website based on the associated Commercial and Government Entity (CAGE) code, and the proper roles have been assigned well before the solicitation closing date.

L.3.2.5 It is highly recommended the offeror print or save a screenshot of the submission confirmation to validate the submission was accepted in PIEE Solicitation. The Government is not obligated to search for incorrectly submitted proposals, modifications, or revision/amendments in PIEE.

L.3.3 Submission Due Date - the offeror must ensure its proposal, modification,
or revision/amendment in its entirety, reaches the required destination before the solicitation closing date/time established in this solicitation. All proposals, modifications, or revision/amendments received after the submission time specified shall be treated as late and shall be handled in accordance with the Federal Acquisition Regulation (FAR) 15.208(b).

L.3.4 Please note that when submitting through PIEE Solicitation, it may take time for the files to be uploaded, scanned, and digitally signed before submission completion. File size, network connection, connection type, and number of files are factors in the time needed to timely complete submission. Therefore, offerors are strongly cautioned when submitting proposals to allow ample time for completion. Offerors should also take into account potential time needed to troubleshoot technical issues directly with the PIEE Help Desk prior to the solicitation closing date and time.

*** END OF NARRATIVE L0001 ***

EVALUATION FACTORS FOR AWARD
M.1 BASIS OF AWARD

M.1.1 The Government plans to award a single Firm-Fixed Price Contract for Miller Welders, as a result of this solicitation. The Government reserves the right to choose not to award a contract if such action is in the Governments best interest.

Name of Offeror or Contractor:

M.1.1.1 Price is the only evaluation factor.

M.1.1.2 It is the Governments intent to award a single contract to an offeror that is eligible for award. Award will be made using Lowest Price in accordance with the process set forth in Section M.3 below.

M.1.1.3 The offerors initial proposal should be complete and contain the offeror's best terms from a price and technical capability standpoint. The Government reserves the right to request additional information as necessary to clarify the offeror's technical approach or determine the offeror's price fair and reasonable.

M.2 REJECTION OF OFFERS

M.2.1 The Government may reject any proposal if doing so is in the Government's best interest at any time after receipt of proposal. Examples include, but are not limited to, the following proposal conditions:

M.2.1.1 The proposal fails to meaningfully respond to the instructions in Section L of this solicitation (e.g.. fails to submit pricing information in accordance with the instructions, fails to follow key

M.3 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.3.1The Government will award a contract to the offeror that:

M.3.1.1 submits the lowest price to the Government,

M.3.1.2 submits a bid or proposal that meets all the material requirements of this solicitation, and

M.3.1.3 meets all the responsibility criteria at FAR 9.104.

M.3.2 To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

M.3.2.1 arrange a visit to the offerors plant and perform a pre-award survey;

M.3.2.2 ask the offeror to provide financial, technical, production, or managerial background information.

M.3.2.3 If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offerors facility, the Government may determine the offeror to be non-responsible.

M.3.4 If the Government visits the offerors facility, please make sure that current certified financial statements and other data relevant to the bid or proposal available for Government personnel to review.

*** END OF NARRATIVE M0001 ***