SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA4	1 59

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W912CH-26-R-0020	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)		SEE SCHEDULE

7. Issued By Code W912CH

ACC-DTA
CCTA-APS-A
6501 E. 11 MILE RD.

DETROIT ARSENAL, MI 48397-5000

8. Address Offer To (If Other Than Item 7)

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time _____ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 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. E-mail Address
		Area Code	Number	Ext.	
	JONICE D. GREEN	(571)	588-1526		JONICE.D.GREEN.CIV@ARMY.MIL

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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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 price 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 No. 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 No.	Date	Amendment No.	Date

15A. Name and Address of Offeror Code _____ Facility _____

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

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 And Open Competition:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item 25

24. Administered By (If other than Item 7) Code

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 - SUPPLEMENTAL INFORMATION

Buyer Name: JONICE D. GREEN
Buyer Office Symbol/Telephone Number: CCTA-APS-A/(571)588-1526
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A.1 BACKGROUND/DESCRIPTION OF THE ACTION

A.1.1 This solicitation is intended to result in the award of a single, Firm-Fixed Price (FFP), One-Time buy (OTB) with two-100% options, Indefinite Delivery Indefinite Quantity (IDIQ) contract. In Contract of the estimated supplies specified. The resulting contract will establish pricing to be utilized through the issuance of delivery orders for estimated quantities for the ordering period stated in the schedule.

A.1.2 This solicitation is a 100% Full and Open competition.

A.1.3 There is a Technical Data Package (TDP) associated with this procurement. Please refer to Section C for additional information.

A.2 SOLICITATION STRUCTURE

The Government will utilize North American Industry Classification System (NAICS) code 333413 [Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing]. This NAICS code will also be assigned to subsequent awarded delivery orders thereafter.

A.3 ORDERING PERIOD

There will be two (2)- 100% options, one-year ordering periods beginning the date of contract award.

A.4 Electronic Contracting

(a) 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.

(b) 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 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

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) All questions pertaining to this solicitation and applicable attachments must be submitted by 01 JUL 2026, 12:00 PM EST to contract specialists listed below. The Government will review all questions received but is not obligated to answer questions submitted after the date noted above prior to the solicitation close date.

Jonice Green
CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL
E-MAIL: jonice.d.green.civ@army.mil

Or

Eboni Albert
CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL
E-MAIL: eboni.q.albert.civ@army.mil

A.5 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.6 ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

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

A.7 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

(a) This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25 and DoD Instruction 2040.02. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(b) To be eligible to gain access to this export controlled TDP (via SAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, an offeror may request the TDP in accordance with the solicitation's Section C Technical Data Package instructions.

(c) Upon completion of the purposes for which Government Technical Data has been provided, the offeror, and all subcontractors, vendors, and sub-vendors of the offeror, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.

(d) Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

A.8 ALL OR NONE

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

(3) All questions pertaining to this solicitation and applicable attachments must be submitted by 01 JUL 2026, 12:00 PM EST to the listed contract specialists listed above (see A.4). The Government will review all questions received but is not obligated to answer questions submitted after the date noted above prior to the solicitation close date. The proposed offer must stay valid for 180 days.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FILTER ASSEMBLY RECIRCULATOR NSN: 4240-01-541-8960 Mfr CAGE: 81361 Mfr Part Number: 5-19-14209				
0001AA	FIRST ARTICLE TEST REPORT - SEPARATELY PRICED	1	EA	$_____	$_____
	COMMODITY NAME: FILTER ASSEMBLY RECIRCULATOR The First Article Test shall consist of several parts with some testing required at a government facility. For part one: eighteen (18) Recirculator Filter Assembly (RFA) airflow valve assemblies (drawing 5-19-14209) shall be examined and tested in accordance with (IAW) paragraph 4.2 of EA-F-2307. For part two: twenty (20) filter elements (drawing 5-19-11232) shall be examined and tested IAW Drawing 5-19-11232 and Specification EA-F-1601 paragraph 4.2. For part three: The contractor shall conduct FAT on each subcomponent IAW the applicable drawing, QAP, or Specification. If there is no QAP the contractor shall conduct FAT on three (3) per the applicable drawing. For part four: A Packaging FAT is required and shall consist of three (3) packaged units IAW of SPI P5-19-14209. Agent/Stimulant FAT testing will be conducted at the government lab listed below. The Government facility performing Agent/Stimulant testing shall be certified laboratory per the lab certification (ES 7021) narrative. The contractor shall include all government test data in with the overall FAT report. A technology Support Agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the DEVCOM Chemical Biological Center Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed FAT and/or PLT price. Contacts are as follows: Test, Reliability & Evaluation Branch, ATTN: FCDD-CBE-JT, 5183 BLACKHAWK ROAD, Building E5165 Webster Road, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-4237, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY AMANDA LEAHY Protection Decontamination Test Branch, ATTN: FCDD-CBE-TP, 5183 BLACKHAWK ROAD, Building E5100, ABERDEEN				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PROVING GROUNDS, MD 21010-5424 PH (410) 436-2772, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY JADEY PRAJA Otherwise, PBA will contact Technical Industrial Liaison Officer, (5183 Blackhawk Road, Building E3330, Aberdeen Proving Ground, MD 21010-542 Email: usarmy.APG.ecbc.mbx.technical-outreach@army.mil phone 410-436- 4438 to establish a TSA for necessary DEVCOM CBC testing supp The contractor is responsible for all testing regardless of who conducts the testing. Government testing need not be repeated by the contractor. The contractor shall include all government test data in with the overall FAT report. A FAT Report shall be completed by the contractor documenting the results of all inspections and test (including suppliers and vendors inspection records and certifications, when applicable). The report shall include actual inspection and test results to include measurements, recorded test data, and certifications, if applicable, keyed to each drawing, QAP and specification requirement and identified by each individual drawing/specification/QAP characteristic. "Please refer to F.1 for delivery schedule requirements". (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: P5-19-14209 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30 Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0150 FOB POINT: Destination SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FILTER ASSEMBLY RECIRCULATOR				
0002AA	PRODUCTION QUANTITY COMMODITY NAME: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price "Please refer to F.1 for delivery schedule requirements". (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC REL CD 001 / MILSTRIP / SUPPL ADDR / SIG CD / MARK FOR / TP CD DEL REL CD 001 / QUANTITY 486 / DAYS AFTER AWARD 0090 FOB POINT: Destination SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070	486	EA	$_____	$_____
0003	FILTER ASSEMBLY RECIRCULATOR				
0003AA	UNEXERCISED OPTION QUANTITY COMMODITY NAME: FILTER ASSEMBLY RECIRCULATOR	486	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CLIN CONTRACT TYPE: Firm Fixed Price OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (52.217.4001). The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. (End of narrative B001) "Please refer to F.1 for delivery schedule requirements". (End of narrative B002) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 486 0090 FOB POINT: Destination SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070				
0004	FILTER ASSEMBLY RECIRCULATOR				
0004AA	UNEXERCISED OPTION QUANTITY	486	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (52.217.4001). The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. (End of narrative B001) "Please refer to F.1 for delivery schedule requirements". (End of narrative B002) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 486 0090 FOB POINT: Destination SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070				
9000	BASIC CLIN FOR ELIN				
A001	ENGINEERING CHANGE PROPOSAL (ECP)	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Engineering Change Proposal (ECP), pursuant to the requirements listed in: Section C - C.2.: Configuration Management Documentation; and Addenda -Exhibit A: Contract Data Requirements List - DD Form 1423, A001. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423				
A002	REQUEST FOR VARIANCE (RFV) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Request for Variance (RFV), pursuant to the requirements listed in: Section C - C.2.: Configuration Management Documentation; and Addenda -Exhibit A: Contract Data Requirements List - DD Form 1423, A002. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **
A003	NOTICE OF REVISION (NOR)	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Notice of Revision (NOR), pursuant to the requirements listed in: Section C - C.2.: Configuration Management Documentation; and Addenda -Exhibit A: Contract Data Requirements List - DD Form 1423, A003. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423				
A004	FIRST ARTICLE TEST REPORT (FATR) (CONTRACTOR) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Report (FATR) - Contractor for Filter Assembly Recirculator in accordance with: - Section E.: FIRST ARTICLE TESTING; - Section E.2.: SUPPLEMENTAL REQUIREMENTS TO FIRST ARTICLE APPROVAL (CONTRACTOR TESTING); - FAR clause 52.209-3: FIRST ARTICLE APPROVAL - CONTRACTOR TESTING; and - Exhibit A: CONTRACT DATA REQUIREMENTS LIST DD FORM 1423, A004. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 1 SEE DD FORM 1423				
A005	PRODUCTION LOT ACCEPTANCE TEST REPORT (CONTRACTOR) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Production Lot Acceptance Test Report (Contractor), pursuant to the requirements listed in: Addenda -Exhibit A: Contract Date Requirements List - DD Form 1423, A005. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **
A006	PRODUCTION LOT ACCEPTANCE TEST REPORT (GOVERNMENT) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Production Lot Acceptance Test Report (Government), pursuant to the requirements listed in: Addenda -Exhibit A: Contract Date Requirements List - DD Form 1423, A006. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A007	CERTIFICATE OF COMPLIANCE (COC) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price Certificate of Compliance (COC), pursuant to the requirements listed in: Addenda -Exhibit A: Contract Date Requirements List - DD Form 1423, A007. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **
A008	QUALITY PROGRAM PLAN (QPP) SERVICE REQUESTED: FILTER ASSEMBLY RECIRCULATOR CLIN CONTRACT TYPE: Firm Fixed Price QUALITY PROGRAM PLAN (QPP), pursuant to the requirements listed in: Addenda -Exhibit A: Contract Date Requirements List - DD Form 1423, A008. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 TECHNICAL DATA PACKAGE INFORMATION

The following "X"d item applies to this solicitation:

[ ] 1. There is no Technical Data Package (TDP) included with this solicitation.

[X] 2. The TDP for this solicitation resides within the System for Award Management (SAM) (https://SAM.gov) associated with this solicitation number:

W912CH-26-R-00020

To access the data through SAM:

a. Log on to the SAM web site: https://SAM.gov.

b. Search for the solicitation number.

c. Click on the attachment you would like to view.

d. If the attachment is restricted, request access to the document.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code).

(2) Further dissemination of the TDP must be in accordance with provisions of DoD Directive 5230.25, DoDI 5230.24, its Distribution Statement markings, and U.S. export control laws. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). To obtain certification, go to DD FORM 2345 Instructions and DD 2345.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren (DTA) with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

f. If multiple individuals in the contractor's organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to https://www.sam.gov/ The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

C.2 USE OF CLASS I and CLASS II OZONE DEPLETING SUBSTANCES

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: HYPERLINK "https://www.govinfo.gov/content/pkg/USCODE-2013-title42/html/USCODE-2013-title42-chap85-subchapVI-sec7671a.htm"https://www.govinfo.gov/content/pkg/USCODE-2013-title42/html/USCODE-2013-title42-chap85-subchapVI-sec7671a.htm

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that the contractor can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance

of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

C.3 START OF WORK MEETING

a. The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within -1- days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with the Government to arrange a schedule and agenda for the meeting.

b. The contractor shall at a minimum invite Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel may be invited to the meeting: Contracting Officer's Representative (COR) identified in Section G or in an appointment letter; Quality Assurance personnel; DCMA; etc. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within -2- days after the meeting is held.

*** END OF NARRATIVE C0001 ***

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 001

(4) SPECIFICATION/STANDARD: P5-19-14209, Dated 05 March 2024, Rev C

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: When an item has Unique Item Identifier (UII) markings as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the UII clause cited above are included in this solicitation/contract.

(e) Heat Treatment and Marking of Wood Packaging Materials (WPM):

(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.

(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.org). 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.

(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.

(f) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of

shipment.)

(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations

- International Maritime Dangerous Goods Code (IMDG)

- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS: PLACE A RED X AND THE WORDS "SHORT BOX" ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
Quality Management System ISO 9001:2015 Requirements not including paragraph 8.3
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

E.1 USE OF MIL-STD 1916

(a) The Government will not accept lots whose samples submitted for acceptance contain non-conformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL I for major characteristics and VL II for minor characteristics.

(b) MIL-STD HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

E.2 SUPPLEMENTAL REQUIREMENTS TO FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

(a) In accordance with the requirements under FAR clause 52.209-3, found in Section I of this document, the first article approval item(s) shall be examined and tested as required by the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed within the last year, and the results are submitted with the Certificates of Conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have

successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to PCO: LTC Amy Miranda, HYPERLINK "mailto:amy.a.miranda.mil@army.mil"amy.a.miranda.mil@army.mil

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

E.3 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY)

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of the filter elements (drawing 5-19-11232) as required by EA-F-1601 paragraph 4.3 and all other pertinent documents listed in the technical data package. The sample size will be based on the lot size and testing requirements for that lot size. For lab addresses, use the same labs as required by the FAT Test reports from the Filter element, the agent/stimulant test must be included in the overall lot test report.

(c) The samples shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The Contractor shall notify the QAR in writing at least five (5) business days in advance, when the lot is ready for sample selection. The Contractor shall inspect production lots for conformance to the contract's requirements prior to selecting PLT samples. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for deficiency or nonconformance to the detailed requirements of the contract, the specification(s), or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with the contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING.

(e) The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed and signed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. The production lot acceptance test sample shall be shipped Free on Board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by another provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination:

ATTN: FCDD-CBE-JT, 5183 BLACKHAWK ROAD, Building E5165 Webster Road, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-4237, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY AMANDA LEAHY

Protection Decontamination Test Branch, ATTN: FCDD-CBE-TP, 5183 BLACKHAWK ROAD, Building E5100, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-2772, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY JADEY PRAJA

Otherwise, PBA will contact Technical Industrial Liaison Officer, (5183 Blackhawk Road, Building E3330, Aberdeen Proving Ground, MD 21010-542 Email:

usarmy.APG.ecbc.mbx.technical-outreach@army.mil phone 410-436- 4438 to establish a TSA for necessary DEVCOM CBC testing supp

(f) Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD Form 1222 (including attached documentation) shall be submitted to (for lab addresses, use the same labs as required by the FAT). Test reports from the Filter element, the agent/stimulant test must be included in the overall lot test report.

(g) Within 30 days after receipt of the final production lot acceptance test report from the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved, or conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer may revise the delivery or performance dates, or make changes to any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, to correct the deficiency or nonconformance (if applicable) in order to prevent recurrence of such deficiency or nonconformance. The Contractor shall submit an additional production lot acceptance test sample from the repaired/reworked lot or from a new lot as applicable. Such corrective action shall be taken by the Contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor.

(j) If the Contractor fails to deliver any production lot acceptance test sample for test, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested and is in addition to the units deliverable under the contract.

E.4 PRODUCTION LOT TESTING CONFORMANCE INSPECTION (Contractor)

(a)The Contractor shall conduct production lot testing (PLT) for each production lot to be tendered to the Government for acceptance.

(b) The samples shall be selected, examined, and tested in accordance with:

For part one: the Recirculator Filter Assembly (RFA) (drawing 5-19-14209) as required in EA-F-2307 paragraph 4.3 and all other pertinent documents listed in the technical data package.

For part two: the filter elements (drawing 5-19-11232) as required by EA-F-1601 paragraph 4.3 and all other pertinent documents listed in the technical data package.

For part three: A Packaging PLT is required and shall consist of three (3) packaged units IAW of SPI P5-19-14209. The sample size will be based on the lot size and testing requirements for that lot size.

Test reports from the Filter element, the agent/stimulant test must be included in the overall lot test report.

(c) The samples shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The Contractor shall notify the QAR in writing at least five (5) business days in advance, when the lot is ready for sample selection. The Contractor shall inspect production lots for conformance to the contracts requirements prior to selecting PLT samples. Unless otherwise authorized by the Contracting Officer, test samples shall not be submitted pursuant to this provision where the Contractor has determined that the lot does not conform to all contract requirements.

(d) Within 15 days of completing PLT on any given lot, the Contractor shall deliver to the Government a report that documents whether production lots conform to PLT requirements in the Technical Data Package. The PLT report shall verify whether all required inspections and tests have been completed successfully. The report shall be submitted to the Government in accordance with CDRL in Section J.

(e) Within 30 workdays after receipt of the PLT report, the Government will notify the Contractor in writing whether the specific lot has been approved, conditionally approved, or rejected. The Contractor shall maintain PLT report(s) for a period of two years after contract expiration, during which time they shall be available for Government review.

(f) If the PLT sample fails to meet any contractual requirement, the lot from which the test samples were drawn shall be rejected by the Government. In that event, the Contractor shall take immediate corrective action at no increase in the contract price and shall submit an additional PLT sample (from the Government approved repair/reworked lot or from a new lot) for inspection. Corrective action shall apply to all items including, if applicable, basic items, repair parts, and in-process or final assembly items produced or in production since the last successful production lot test.

(g) PLT samples not consumed or destroyed in testing may be delivered as part of the production quantities due under the contract.

E.5 DESTRUCTIVE TESTING

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or in process testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

E.6 REWORK AND REPAIR OF NONCONFORMING MATERIAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Representative for review and approval prior to implementation. Rework procedures are subject to the Government's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written Government approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review and approval, the submission shall also include a description of the cause for the nonconformances, and a description of the action taken or to be taken to prevent recurrence.

(e) The Government approved rework or repair procedure shall also contain a provision for re-inspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

E.7 INCLUSION OF TESTING COSTS

(a) All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract.

(b) These costs shall include, but are not limited to:

(1) First Article Test (FAT).

(2) All pre-production material evaluations.

(3) All production lot testing (PLT)/acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.

(4) All transportation and/or shipping costs associated with the performance of FAT and/or PLT/acceptance inspection.

(5) All inspections and tests performed by government or commercial test laboratories.

(c) Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulants, and/or unique equipment may be contracted with the CCDC Chemical Biological Center (CBC). Test Laboratories, Aberdeen Proving Grounds (Edgewood Area), MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the CBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

(d) Contacts for obtaining cost estimates for agent or simulant and physical testing or chemical agent testing are as follows:

For simulant and physical testing:

Chief

Test Strategy & Project Management Branch (TSPMB)

ATTN: FCDD-CBE-TT, 8242 Caliber St. Building E5165

Aberdeen Proving Ground, MD 21010-5424

Phone (443) 688-3055, Email: amanda.r.leahy.civ@army.mil

And/or:

For chemical agent testing:

Chief

Protective Equipment Test Branch

CDDC Chemical Biological Center

ATTN: FCDD-CBE-TP

8820 Fleming Road

Aberdeen Proving Ground, MD 21010-5424

Phone: DSN 584-2772

Commercial: (410) 436-2772

Fax: (410) 436-3003

Email: usarmy.APG.ccdc.list.petb@mail.mil

(e) If it is determined that RDECOM C&B Center Test Laboratories, Aberdeen Proving Grounds (APG), MD, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact:

Email: usarmy.APG.ccdc.mbx.technical-outreach@mail.mil

Technical Industrial Liaison Officer

CCDC Chemical Biological Center

8198 Blackhawk Road

Building E3330

Aberdeen Proving Ground, MD 21010-5424

(f) To establish a TSA for necessary CCDC CBC testing support. It is in the contractor's best interest to contact the Technical Industrial Liaison Officer as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to do so in a timely manner is not an excusable delay.

E.8 LAB PERFORMANCE CERTIFICATION REQUIREMENTS

For contracts requiring Agent/Simulant testing, the Contractor is not to commence any testing until the Performance Certification requirements have been met. A Performance Certification shall be required for each national stock number (NSN) or non-NSN that requires Agent/Simulant testing on the contract. Performance Certification on the lab facility will be valid for up to 365 days from the date of approval. At the expiration of the Performance Certification, or if another NSN is awarded, a new Performance Certification is required. The Contractor is required to follow these steps to receive a Performance Certification:

(a) Complete/fill out Certification Testing Log Sheet (Form 17). To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.ria.ccdc-cbc.mbx.labcerts@mail.mil.

(b) Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to CCDCOM Chemical Biological Center-Rock Island, FCDD-CBD-SQ, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.ria.ccdc-cbc.mbx.labcerts@mail.mil.

(c) After receiving the completed Testing Log Sheet, a Quality Assurance Specialist will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant testing on the contract, and each year thereafter, if required.

(d) The Quality Assurance Specialist will verify or complete the following regarding the Performance Certification requirements, but is not limited to:

(1) Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.

(2) Type of Agent/purity level 90% or above is recommended

(3) Test equipment (calibration methods/standards)

(4) Testing Processes/Procedures/Work Instructions

(5) Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications

(6) Training qualifications (records) to conduct test

(e) The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

E.9 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____
(Name) (CAGE)
_____
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _____
(Name) (CAGE)
_____
(Address) (City) (State) (Zip)

E.10 INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(a) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with

requirements listed in FAR 52.209-3 (Section I).

(b) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010

F.1 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

CLIN ESTIMATED QTY CALENDAR DAYS AFTER AWARD

CLIN 0001AA 486 EA 240 DAYS WITH FAT /90 DAYS WITHOUT FAT

CLIN 0002AA 486 EA 90 DAYS AFTER AWARD

CLIN 0003AA 486 EA 90 DAYS AFTER AWARD

CLIN 0004AA 486 EA 90 DAYS AFTER AWARD

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule:

CLIN ESTIMATED QTY CALENDAR DAYS AFTER AWARD

____ ___ ___ ___

**Offerors may not propose an alternative delivery schedule for CLIN 0001AA.

If the offeror has a FAT waiver as part of its proposal, the offeror is encouraged to still submit a delivery date in the event the waiver is not approved. If the FAT CLIN delivery is not filled in under F.1 and the FAT waiver is rejected, the Government's required delivery schedule in F.1. will apply.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

(c) If CLIN 0003AA is exercised, the first option ordering year of the contract is the date of award plus 364 days.

(d) If CLIN 0004AA is exercised, the second option ordering year of the contract is 365 days through 729 days after contract award.

(e) Only upon approval from Contracting Officer, an accelerated delivery schedule may be acceptable at no additional cost to the Government.

*** END OF NARRATIVE F0001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	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.

-N/A-

(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.

-N/A-

(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	-HQ0339-
Issue By DoDAAC	-W912CH-
Admin DoDAAC	-S1002A-
Inspect By DoDAAC	-S1002A-
Ship To Code	-SEE PAGE 1 OR SCHEDULE-
Ship From Code	-SEE PAGE 1 OR SCHEDULE-
Mark For Code	-SEE PAGE 1 OR SCHEDULE-
Service Approver (DoDAAC)	-N/A-
Service Acceptor (DoDAAC)	-N/A-
Accept at Other DoDAAC	-N/A-
LPO DoDAAC	-N/A-
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)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Army Contract Writing System (ACWS) Transition Information for Contractors

a. 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 Contract.

b. During this transition period, Contractors are hereby advised:

1. The Contracting Office may use any combination of contract writing systems to generate distributable copies of this contract during its period of performance, as well as any subsequent modifications or orders (if applicable). As a result:

i. Subsequent documents you receive may appear noticeably different than the original award or previous contractual documents from the same Contracting Office.

ii. A change between contract writing systems may cause important information concerning contract terms and conditions to take on different formatting or appear in different parts of later documents issued.

iii. Contractors shall ensure Customer Relationship Management (CRM) systems and personnel interacting with this contract are prepared to identify and respond appropriately to differences between document versions.

2. The Government does not intend to use the shift between contract writing systems to effect any changes to Contract terms and conditions. Therefore:

i. Contractors should view changes to terms or conditions between document versions as system-generated and potentially erroneous unless accompanied by narrative(s) designating such changes as deliberate and desired.

ii. Contractors shall inform the Contracting Officer listed on the first page of the most recent document issued for guidance regarding any suspected or observed inadvertent or system-generated changes (e.g. noticing something missing in a new conformed copy).

iii. The Government will correct any inadvertent or system-generated changes, additions, or omissions discovered by either party, via bilateral modification, at no cost to the Contractor.

iv. The terms and conditions contained in the latest document reflecting deliberate action by the Contracting Officer (e.g. the last conformed copy of the award not affected by the observed issue) will take precedence until these problems are corrected.

3. In the unlikely event award information is corrupted or mutilated during system migration and replacement or re-issuance of this contract is necessary for continued contract administration, the Contracting Officer will:

i. Issue a continuation contract in accordance with DFARS 204.1601(c) and DFARS PGI 204.1601(c), carrying over all terms and conditions from the last-known version of this contract accurately reflecting mutual agreement of the parties.

ii. Incorporate the last-known version of this contract accurately reflecting mutual agreement of the parties as an attachment to the replacement or continuation contract for future reference.
iii. Ensure any such reissuance or continuance is properly reported to preserve the integrity of Contractor performance measurement data, if any (e.g. FAPIIS, CPARS).

H.2 SHELF-LIFE MARKINGS

Extendable shelf-life markings (e.g., 1, 2, 3, etc.) are required for this procurement and shall be applied in accordance with MILSTD-129. The shelf-life code is 9. The shelf-life markings shall include, as applicable: the "Manufactured" or "Assembled" or "Cured" Date: (mo/yr), and the "Insp/Test Date" (mo/yr). The Insp/Test Date date shall be 60 months in the future from the manufactured, cured, or assembled date. In accordance with DoDM 4140.27, Vol 1 and MIL-STD-129, an item shall have not less than 85 percent of shelf life remaining at time of receipt by the Government. Any part not having at least 85 percent shelf life remaining shall be considered non-conforming.

H.3 LOT NUMBERING

Lot numbering shall be required following the protocol in MIL-STD-1168, Ammunition Lot Numbering and Ammunition Data Cards, as applicable. Manufacturers shall contact usarmy.ria.ccdc-cbc.mbx.qa@mail.mil to obtain a unique manufacturer's identification symbol.

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	NOV/2021
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)	FEB/2026
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
I-12	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)	FEB/2026
I-13	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)	FEB/2026
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)	FEB/2026
I-17	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (FEB 2026)	FEB/2026
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (FEB 2026)	FEB/2026
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-3	CONVICT LABOR	JUN/2003
I-23	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-24	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-25	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-26	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-27	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-28	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026	JAN/2022
I-29	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN/2022
I-30	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	APR/2026
I-31	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-32	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	MAY/2014
I-40	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-41	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-42	52.232-25	PROMPT PAYMENT	JAN/2017

	Regulatory Cite	Title	Date
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-44	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-45	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-46	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-47	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-49	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-52	52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)	AUG/2024
I-53	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)	APR/2026
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-57	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	FEB/2026
I-61	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)	JAN/2023
I-63	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
I-64	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.204-7006	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)	MAY/2023
I-67	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-68	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
I-69	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-70	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-71	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)	OCT/2024
I-72	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-73	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-74	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-75	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)	JAN/2023
I-79	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-80	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-81	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-82	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)	JAN/2023
I-83	252.227-7013	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)	AUG/2025
I-84	252.227-7015	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-85	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)	JAN/2023
I-86	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)	JAN/2025
I-87	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-88	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991

	Regulatory Cite	Title	Date
I-90	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-91	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-95	252.246-7006	WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
I-96	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-97	52.209-1	QUALIFICATION REQUIREMENTS (FEB 2026)	FEB/2026

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name)_____

(Address)_____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

I-98 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) SEP/1989

(a) The Contractor shall test unit(s) of Lot/Item Filter Assembly Recirculator as specified in this contract W912CH26R0020:

The First Article Test shall consist of several parts with some testing required at a government facility.

For part one: eighteen (18) Recirculator Filter Assembly (RFA) airflow valve assemblies (drawing 5-19-14209) shall be examined and tested in accordance with (IAW) paragraph 4.2 of EA-F-2307.

For part two: twenty (20) filter elements (drawing 5-19-11232) shall be examined and tested IAW Drawing 5-19-11232 and Specification EA-F-1601 paragraph 4.2.

For part three: The contractor shall conduct FAT on each subcomponent IAW the applicable drawing, QAP, or Specification. If there is no QAP the contractor shall conduct FAT on three (3) per the applicable drawing.

For part four: A Packaging FAT is required and shall consist of three (3) packaged units IAW of SPI P5-19-14209.

Agent/Stimulant FAT testing will be conducted at the government lab listed below. The Government facility performing Agent/Stimulant testing shall be certified laboratory per the lab certification (ES 7021) narrative. The contractor shall include all government test data in with the overall FAT report.

A technology Support Agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the DEVCOM Chemical Biological Center Testing

Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed FAT and/or PLT price. Contacts are as follows:

Test, Reliability & Evaluation Branch, ATTN: FCDD-CBE-JT, 5183 BLACKHAWK ROAD, Building E5165 Webster Road, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-4237, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY AMANDA LEAHY

Protection Decontamination Test Branch, ATTN: FCDD-CBE-TP, 5183 BLACKHAWK ROAD, Building E5100, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-2772, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY JADEY PRAJA

Otherwise, PBA will contact Technical Industrial Liaison Officer, (5183 Blackhawk Road, Building E3330, Aberdeen Proving Ground, MD 21010-542 Email: usarmy.APG.ecbc.mbx.technical-outreach@army.mil phone 410-436- 4438 to establish a TSA for necessary DEVCOM CBC testing supp

The contractor is responsible for all testing regardless of who conducts the testing. Government testing need not be repeated by the contractor. The contractor shall include all government test data in with the overall FAT report.

A FAT Report shall be completed by the contractor documenting the results of all inspections and test (including suppliers and vendors inspection records and certifications, when applicable). The report shall include actual inspection and test results to include measurements, recorded test data, and certifications, if applicable, keyed to each drawing, QAP and specification requirement and identified by each individual drawing/specification/QAP characteristic.

At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to USARMY.RIA.DEVCOM-CBC.MBX.LABCERTS@ARMY.MIL marked "First Article Test Report: Contract No. W912CH26R0020, Lot/Item No. CLIN 0001AA. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-99 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR/1989

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 days after award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

I-100 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT JUN/2013

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

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in Australia or the United Kingdom that are approved and listed by the U.S. Government.

"Australia Community member" means an Australian government authority or nongovernmental entity or facility on the Australia Community list accessible at http://pmddtc.state.gov/treaties/index.html.

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Defense Trade Cooperation (DTC) Treaty" means--

(1) The Treaty Between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation, signed at Washington and London on June 21 and 26, 2007; or

(2) The Treaty Between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed at Sydney on September 5, 2007].

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community and the Australia Community.

"Implementing Arrangement" means--

(1) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation, signed on February 14, 2008; or

(2) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed on March 14, 2008.

"Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"United Kingdom Community member" means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at http://pmddtc.state.gov.

"United States Community" means--

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the U.S.-U.K. DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement; and Article 3 of the U.S.-Australia DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

NONE

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and 22 CFR 126.16(g) and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 CFR parts 447, 478, and 479, which are unaffected by the DTC Treaties.

(e) If the Contractor is an Approved Community member, the Contractor agrees that--

(1) The Contractor shall comply with the requirements of the DTC Treaties, the Implementing Arrangements, the ITAR, and corresponding regulations of the U.S. Government and the government of Australia or the government of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor--

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

I-101 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-102 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (FEB 2026) FEB/2026

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.110(s).

(End of Clause)

I-103 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) FEB/2026

(a) Evaluation preference.(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern

waives the preference, the factor will be added to its offer for evaluation purposes.

__ Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

I-104 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026) FEB/2026

(a) Definitions. As used in this clause

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

Small business concern

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor

shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it __ is, __ is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

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

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

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

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

(End of clause)

I-105 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)

I-106 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)

I-107 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)

I-108 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) FEB/2026

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b)The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert None) Identification No.

_____

_____

_____

(c)This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d)The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e)If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f)Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g)Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

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I-109 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)

I-110 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) 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 these addresses:

For FAR clauses: https://www.acquisition.gov/far-overhaul

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of Clause)

I-111 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) 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 DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I-112 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Name of Offeror or Contractor:

MATERIAL (If None, Insert None.) ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-113 252.225-7013 DUTY-FREE ENTRY (AUG 2025) AUG/2025

Definitions. As used in this clause

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means

(1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2)Free Trade Agreement country end product,other than aend product,aMoroccan end product,aPanamanian end product,or aPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either basic or alternate II) clause of this contract; or

(3)Free Trade Agreement country end productother than aend product, Korean end product,Moroccan end product, Panamanian end product,orPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies

(1) For which no duty is included in the contract price in accordance with paragraph

(b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall

(1) Consign the shipments to the appropriate

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Defense Contract Management Agency (DCMA) St. Louis, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify DCMA St. Louis, Duty Free Entry Team, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to DCMA St. Louis, Duty Free Entry Team, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f)Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA St. Louis, Duty Free Entry Team for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	CONTRACT DATA REQUIREMENTS LIST	11-MAR-2024	005	

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-4	252.204-7998	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043)(FEB 2026)	FEB/2026

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

(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:

_X___ (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:

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

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

__X__(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.
par
(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)

K-5 252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION JUN/2013
(a) Definitions. The definitions of "Approved Community", "defense articles", "Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE
REQUIREMENTS:

NONE

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign

sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 CFR 126.17 (United Kingdom), and 22 CFR 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall--

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article--

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein.

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

[ ] The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

_____

Name/Title of Duly Authorized Representative Date

[ ] The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

_____

Name/Title of Duly Authorized Representative Date

(h) Subcontracts. The offeror shall flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

(End of provision)

K-6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2026

(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)

K-7 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION FEB/2026

(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 at FAR 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 there may have been such activity, 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 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 it is later determined 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)

K-8 252.204-7017 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)

K-9 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from
(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the

International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated \'02screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-10	252.239-7098	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)	APR/2021

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)	FEB/2026
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	252.215-7008	ONLY ONE OFFER (DEC 2022)	DEC/2022
L-7	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-8	252.215-7992	ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)	MAR/2026
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-10	52.216-1	TYPE OF CONTRACT (FEB 2026)	FEB/2026

The Government contemplates award of a FIRM-FIXED PRICE contract resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST (FEB2026)	FEB/2026

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

TACOM LCMC, ATTN: CCTA (Army Contracting Command Detroit Arsenal - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Detroit Arsenal, MI 48397-5000).

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-12	52.252-1	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):

For FAR clauses: https://www.acquisition.gov/far-overhaul

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of provision)

L-13 52.252-5 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 DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

L.1 Army Contract Writing System (ACWS) Transition Information for Offerors

a. 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.

b. During this transition period, Offerors are hereby advised:

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:

i. 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.

ii. 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.

iii. 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.

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:

i. 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.

ii. 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.

iii. 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.

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.

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:

i. 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.

ii. 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.

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

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

L.2 UNCLASSIFIED Proposal, Modification, or Revision/Amendment Submission Instructions

a) 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.

b) Procurement Integrated Enterprise Environment (PIEE) Solicitation

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.

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.

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.

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.

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.

c) 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).

d) 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.

L.3 HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at: http://www.amc.army.mil/Connect/Legal-Resources/

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

L.4 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

*** END OF NARRATIVE L0001 ***

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS (FEB 2026)	FEB/2026

M.1 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

(a)The Government will award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation,

(2) submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

(1) arrange a visit to the offeror's plant and perform a preaward survey;

(2) ask the offeror to provide financial, technical, production, or managerial background information.

(c) 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 offeror's facility, the Government may determine the offeror to be non-responsible.

(d) If the Government visits the offeror's 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 ***

CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: FILTER ASSEMBLY RECIRCULATOR
TO CONTRACT/PR: EH4L0115EH
NSN: 4240-01-541-8960

1. SEQUENCE NUMBER
2. TITLE OF DATA ITEM
3. SUBTITLE
4. DATA ITEM NUMBER
5. CONTRACT REFERENCE
6. TECHNICAL OFFICE 7. DD 250 8. APP CODE 9. DIST STATEMENT REQUIRED
10. FREQUENCY 11. AS OF DATE
12. DATE OF 1ST SUBMISSION 13. DATE OF SUBSEQUENT SUBMISSION
14. DISTRIBUTION DRFT/REG/REPRO COPIES
15. TOTAL 16. REMARKS

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1. A001
2. ENGINEERING CHANGE PROPOSAL (ECP)
3.
4. DI-SESS-80639E
5. SECTION C
6. FCDD-CBE-M 7. LT 8. N/A 9. *
10. ASREQ 11. N/A
12. ASREQ 13. ASREQ
14. SEE ADDRESS CODE / / DISTRIBUTION ATTACHED**
15. TOTAL 0 / 0 / 0
16. REMARKS
DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A002
2. REQUEST FOR VARIANCE (RFV)
3.
4. DI-SESS-80640E
5. SECTION C
6. FCDD-CBE-M 7. LT 8. N/A 9. *
10. ASREQ 11. N/A
12. ASREQ 13. ASREQ
14. SEE ADDRESS CODE / / DISTRIBUTION ATTACHED**
15. TOTAL 0 / 0 / 0
16. REMARKS
DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR

PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1694 WHICH IS LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A003
2. NOTICE OF REVISION (NOR)
3.
4. DI-SESS-80642E
5. SECTION C
6. FCDD-CBE-M 7. LT 8. N/A 9. *
10. ASREQ 11. N/A
12. ASREQ 13. ASREQ
14. SEE ADDRESS CODE / / DISTRIBUTION ATTACHED**
15. TOTAL 0 / 0 / 0
16. REMARKS
DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.DEVCOM-CBC.MBX.CMACTION@ARMY.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1695 WHICH IS LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A004
2. TEST/INSPECTION REPORTS
PCO / 1 / 0
3. FIRST ARTICLE TEST REPORT (FATR) (CONTRACTOR)
4. DI-NDTI-80809B
5. SECTION E
6. FCDD-CBE-SQI 7. LT 8. A** 9. C
10. ASREQ* 11. N/A
12. ASREQ* 13. ASREQ*
14.
THRU QAR*** / 0 / 0
FCDD-CBE-SQI / 1 / 0
15. TOTAL 0 / 2 / 0
16. REMARKS
*FATR DATES SHALL BE STATED IN THE DELIVERY SCHEDULE. **THE GOVERNMENT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL. ***SUBMIT
ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO AND FCDD-CBE-SQI QA) AT USARMY.RIA.DEVCOM-CBC.MBX.LABCERTS@ARMY.MIL. WHEN THE REPORT FILES ARE TOO LARGE TO SEND OVER EMAIL, THE CONTRACTOR MAY SEND THE REPORT THROUGH THE SAFE ACCESS FILE EXCHANGE (SAFE) APPLICATION (FILE SIZE UP TO 2GB). SEE https://safe.apps.mil/ FOR MORE INFORMATION.

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1. A005
2. TEST/INSPECTION REPORTS
14.
ACO 0 / 1 / 0
THRU QAR 0 / 1 / 0
PCO 0 / 1 / 0

3. PRODUCTION LOT ACCEPTANCE TEST REPORT
(CONTRACTOR)

4. DI-NDTI-80809B

5. SECTION E

6. FCDD-CBE-SQI 7. LT 8. ** 9. C

10. ASREQ* 11. N/A 15. TOTAL 0 / 3 / 0

12. ASREQ* 13. ASREQ

16. REMARKS
*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT.
REPORT SHALL BE SUBMITTED TO THE QUALITY ASSURANCE REPRESENTATIVE (QAR)
WHENEVER A NEW LOT OF MATERIAL HAS COMPLETED TESTING **THE CONTRACTOR SHALL SUBMIT THE PRODUCTION LOT TEST REPORT TO THE QAR ON A
DD1222 OR COMPARABLE DOCUMENT FOR ACCEPTANCE WITHIN TEN DAYS OF COMPLETION
OF THE TESTING. THE QAR HAS 30 WORK DAYS AFTER RECEIPT TO REVIEW AND
PROVIDE APPROVAL/DISAPPROVAL IN WRITING TO THE CONTRACTOR. APPROVAL OF
THE PRODUCTION LOT TEST REPORT SHALL BE APPROVAL OF THE LOT. WHEN THE
REPORT FILES ARE TOO LARGE TO SEND OVER EMAIL, THE CONTRACTOR MAY SEND THE
REPORT THROUGH THE SAFE ACCESS FILE EXCHANGE (SAFE) APPLICATION (FILE SIZE
UP TO 2GB). SEE https://safe.apps.mil/ FOR MORE INFORMATION. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT NARRATIVE FOR
THIS REQUIREMENT.

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1. A006
2. TEST/INSPECTION REPORTS
3. PRODUCTION LOT ACCEPTANCE TEST REPORT
(GOVERNMENT)

14.
FCDD-CBE-SQI / 1 / 0
THRU QAR / 1 / 0
PCO / 1 / 0

4. DI-NDTI-80809B

5. SECTION E

6. FCDD-CBE-SQI 7. LT 8. N/A 9. N/A

10. ASREQ* 11. N/A 15. TOTAL 0/ 3 / 0

12. ASREQ 13. ASREQ

16. REMARKS
*THIS REPORT SHALL BE SUBMITTED THRU THE QAR TO THE ADDRESSEES WHENEVER A
NEW LOT OF MATERIAL (REQUIRING AGENT TESTING) IS RECEIVED AND TESTED AT A
GOVERNMENT LAB. TESTING SHALL BE PERFORMED IAW THE CONTRACT NARRATIVE FOR THIS REQUIREMENT. THIS REPORT SHALL BE SUBMITTED WITH ANY
OTHER REQUIRED PORTIONS OF THE LOT REPORT. WHEN THE REPORT FILES ARE TOO LARGE TO SEND OVER EMAIL, THE CONTRACTOR MAY SEND THE REPORT
THROUGH THE SAFE ACCESS FILE EXCHANGE (SAFE) APPLICATION (FILE SIZE UP TO 2GB). https://safe.apps.mil/ SEE FOR MORE INFORMATION.

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1. A007
2. CERTIFICATE OF COMPLIANCE
(Blocks 3 thru 19 of Form 010)
3.

14.
QAR 0 / 1 / 0
PCO 0 / 1 / 0
FCDD-CBE-SQI 0 / 1 / 0

4. DI-MISC-81356A*

5. SECTION I**

6. FCDD-CBE-SQI (RI) 7. LT 8. N/A 9. N/A

10. ASREQ 11. N/A 15. TOTAL 0 / 3 / 0

12. ASREQ 13. ASREQ

16. REMARKS
*MODIFY DI-MISC-81356, 2.I TO READ: "A STATEMENT ON CONTRACTOR LETTERHEAD, CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP (INCLUDING REVISION OF THE DRAWING AND SPECIFICATION), ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS". SUBMIT CERTIFICATE OF COMPLIANCE(S) WITH THE FIRST ARTICLE TEST REPORT. 2.G TO READ NSN (IF APPLICABLE) AND PART NUMBER. **FIRST ARTICLE APPROVAL CONTRACTOR TESTING. SUBMIT ELECTRONICALLY TO THE PCO.

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1. A008

2. QUALITY PROGRAM PLAN (QPP)

3.

4. DI-QCIC-81722*

5. SECTION E

6. FCDD-CBE-SQI (RI) 7. LT 8. A 9. N/A

10. ASREQ 11. N/A

12. ASREQ 13. WHEN REVISED

14.

THRU QAR	0 / 1 / 0
PCO	0 / 1 / 0
15. TOTAL	0 / 2 / 0

16. REMARKS:
PLAN SHALL BE SUBMITTED PRIOR TO SUBMISSION OF FIRST ARTICLE TEST (FAT) (IF REQUIRED) OR PRIOR TO INITIATION OF PRODUCTION. *THE QUALITY PROGRAM PLAN SHALL ALSO INCLUDE HOW THE CONTRACTOR WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT ACCEPTANCE TESTING (CONFORMANCE INSPECTION). *THE GOVERNMENT HAS 14 DAYS AFTER RECEIPT OF THE PLAN FOR APPROVAL/DISAPPROVAL. IF DISAPPROVED, THE CONTRACTOR HAS 14 DAYS TO CORRECT AND RESUBMIT WITH REVISIONS. ANY CHANGES TO THE PLAN SHALL BE SUBMITTED FOR GOVERNMENT REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION OR TESTING.

DATE: 11 MARCH 2024

PIIN/SIIN W912CH-26-R-0020 MOD/AMD

SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF00001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF00019	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF60001	52.246-11	01-DEC-2014	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
Quality Management System ISO 9001:2015 Requirements not including paragraph 8.3
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FA00004	252.211-7008	01-SEP-2010	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
AUTO/DEL	FA60001	252.211-7003	01-JAN-2023	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE	GA60003	252.232-7006	01-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.

-N/A-

(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.

-N/A-

(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	-HQ0339-
Issue By DoDAAC	-W912CH-
Admin DoDAAC	-S1002A-
Inspect By DoDAAC	-S1002A-
Ship To Code	-SEE PAGE 1 OR SCHEDULE-
Ship From Code	-SEE PAGE 1 OR SCHEDULE-
Mark For Code	-SEE PAGE 1 OR SCHEDULE-
Service Approver (DoDAAC)	-N/A-
Service Acceptor (DoDAAC)	-N/A-
Accept at Other DoDAAC	-N/A-
LPO DoDAAC	-N/A-
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)

SECTION I - CONTRACT CLAUSES

AUTO	IF00359	52.202-1	01-JUN-2020	DEFINITIONS
AUTO	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-MAY-2014	COVENANT AGAINST CONTINGENT FEES
AUTO	IF00004	52.203-6	01-NOV-2021	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
AUTO	IF00006	52.203-7	01-JUN-2020	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-MAY-2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-MAY-2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00009	52.203-12	01-JUN-2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF00430	52.203-19	01-JAN-2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
AUTO	IF00364	52.204-10	01-FEB-2026	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)
AUTO	IF00409	52.204-13	01-FEB-2026	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)
AUTO/DEL/RG	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO/DEL/RG	IF00435	52.204-23	01-DEC-2023	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
AUTO/DEL	IF00023	52.209-6	01-FEB-2026	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH

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				CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)
AUTO	IF00406	52.209-9	01-FEB-2026	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)
AUTO	IF00024	52.211-5	01-FEB-2026	MATERIAL REQUIREMENTS (FEB 2026)
AUTO	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00028	52.212-4	01-FEB-2026	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)
ADDED	IF00042	52.215-8	01-FEB-2026	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)
AUTO	IF00050	52.215-14	01-NOV-2021	INTEGRITY OF UNIT PRICES
AUTO	IF00052	52.215-15	01-FEB-2026	PENSION ADJUSTMENTS AND ASSET REVERSIONS (FEB 2026)
AUTO	IF00054	52.215-18	01-FEB-2026	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (FEB 2026)
AUTO	IF00396	52.219-8	01-FEB-2026	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)
ADDED	IF00087	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
ADDED	IF00088	52.222-3	01-JUN-2003	CONVICT LABOR
AUTO	IF00103	52.222-20	01-FEB-2026	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)
AUTO	IF00112	52.222-37	01-FEB-2026	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)
AUTO	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
AUTO	IF00116	52.222-50	01-FEB-2026	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)
AUTO	IF00381	52.222-54	01-FEB-2026	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)
ADDED	IF00420	52.222-55	01-JAN-2022	MINIMUM WAGES UNDER EXECUTIVE ORDER 14026
ADDED	IF00429	52.222-62	01-JAN-2022	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706
ADDED	IF00493	52.222-90	01-APR-2026	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS
AUTO/DEL/RG	IF00133	52.225-13	01-FEB-2021	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00121	52.226-7	01-MAY-2024	DRUG-FREE WORKPLACE (MAY 2024)
AUTO	IF00394	52.226-8	01-MAY-2024	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
AUTO	IF00136	52.227-1	01-JUN-2020	AUTHORIZATION AND CONSENT
AUTO	IF00140	52.227-2	01-JUN-2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF00161	52.229-3	01-FEB-2013	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF00170	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED	IF00179	52.232-17	01-MAY-2014	INTEREST

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ADDED	IF00180	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
AUTO	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)
AUTO	IF00187	52.232-25	01-JAN-2017	PROMPT PAYMENT
ADDED	IF00191	52.232-33	01-OCT-2018	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
AUTO	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO	IF00414	52.232-40	01-MAR-2023	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)
AUTO	IF00194	52.233-1	01-FEB-2026	DISPUTES (FEB 2026)
AUTO	IF00196	52.233-3	01-FEB-2026	PROTEST AFTER AWARD (FEB 2026)
AUTO	IF00198	52.233-4	01-FEB-2026	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)
ADDED	IF00431	52.242-5	01-JAN-2017	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
AUTO	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF00237	52.243-1	01-FEB-2026	CHANGES--FIXED PRICE
ADDED	IF00254	52.244-5	01-AUG-2024	COMPETITION IN SUBCONTRACTING (AUG 2024)
AUTO	IF00255	52.244-6	24-APR-2026	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)
ADDED	IF00283	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF00307	52.247-63	01-JAN-2025	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)
ADDED	IF00310	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
ADDED	IF00320	52.249-1	01-APR-1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
AUTO	IF00322	52.249-2	01-APR-2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF00353	52.253-1	01-FEB-2026	COMPUTER GENERATED FORMS
AUTO	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00267	252.203-7001	01-JAN-2023	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)
AUTO	IA00287	252.203-7002	01-DEC-2022	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)
AUTO	IA00268	252.204-7000	01-OCT-2016	DISCLOSURE OF INFORMATION
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00009	252.204-7006	01-MAY-2023	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)
AUTO	IA00354	252.204-7012	01-MAY-2024	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)
AUTO	IA00339	252.204-7015	01-JAN-2023	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

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AUTO	IA00373	252.204-7018	01-JAN-2023	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)
AUTO	IA00378	252.204-7020	01-NOV-2023	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)
AUTO	IA00010	252.205-7000	01-OCT-2024	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)
AUTO	IA00011	252.209-7004	01-MAY-2019	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
ADDED	IA00361	252.219-7003	01-DEC-2019	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC
AUTO	IA00355	252.222-7006	01-JAN-2023	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)
ADDED	IA00047	252.225-7002	01-MAR-2022	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00052	252.225-7012	01-APR-2022	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00056	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
ADDED	IA00057	252.225-7016	01-JAN-2023	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)
ADDED	IA00065	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
AUTO	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
AUTO	IA00388	252.225-7056	01-JAN-2023	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)
AUTO	IA00072	252.226-7001	01-JAN-2023	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)
AUTO	IA00076	252.227-7013	01-AUG-2025	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)
AUTO/DEL/RG	IA00078	252.227-7014	01-AUG-2025	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION(AUG 2025)
AUTO	IA00080	252.227-7015	01-JAN-2025	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)
AUTO	IA00081	252.227-7016	01-JAN-2023	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)
AUTO/DEL/RG	IA00084	252.227-7019	01-JAN-2025	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JAN 2025)
AUTO	IA00089	252.227-7025	01-JAN-2025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)
AUTO	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO/DEL	IA00096	252.227-7037	01-JAN-2025	VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA (JAN 2025)
AUTO	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-DEC-2022	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

AUTO	IA00149	252.244-7000	01-NOV-2023	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)
ADDED	IA00356	252.246-7006	01-MAR-2016	WARRANTY TRACKING OF SERIALIZED ITEMS
AUTO	IA00157	252.247-7023	01-OCT-2024	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)
CHANGED	IF60001	52.209-1	01-FEB-2026	QUALIFICATION REQUIREMENTS (FEB 2026)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name)_____

(Address)_____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

CHANGED	IF60005	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall test unit(s) of Lot/Item Filter Assembly Recirculator as specified in this contract W912CH26R0020:

The First Article Test shall consist of several parts with some testing required at a government facility.

For part one: eighteen (18) Recirculator Filter Assembly (RFA) airflow valve assemblies (drawing 5-19-14209) shall be examined and tested in accordance with (IAW) paragraph 4.2 of EA-F-2307.

For part two: twenty (20) filter elements (drawing 5-19-11232) shall be examined and tested IAW Drawing 5-19-11232 and Specification EA-F-1601 paragraph 4.2.

For part three: The contractor shall conduct FAT on each subcomponent IAW the applicable drawing, QAP, or Specification. If there is no QAP the contractor shall conduct FAT on three (3) per the applicable drawing.

For part four: A Packaging FAT is required and shall consist of three (3) packaged units IAW of SPI P5-19-14209.

Agent/Stimulant FAT testing will be conducted at the government lab listed below. The Government facility performing Agent/Stimulant testing shall be certified laboratory per the lab certification (ES 7021) narrative. The contractor shall include all government test data in with the overall FAT report.

A technology Support Agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the DEVCOM Chemical Biological Center Testing

Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed FAT and/or PLT price. Contacts are as follows:

Test, Reliability & Evaluation Branch, ATTN: FCDD-CBE-JT, 5183 BLACKHAWK ROAD, Building E5165 Webster Road, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-4237, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY AMANDA LEAHY

Protection Decontamination Test Branch, ATTN: FCDD-CBE-TP, 5183 BLACKHAWK ROAD, Building E5100, ABERDEEN PROVING GROUNDS, MD 21010-5424 PH (410) 436-2772, Email: USE TEST LAB CHIEFS EMAIL- CURRENTLY JADEY PRAJA

Otherwise, PBA will contact Technical Industrial Liaison Officer, (5183 Blackhawk Road, Building E3330, Aberdeen Proving Ground, MD 21010-542 Email: usarmy.APG.ecbc.mbx.technical-outreach@army.mil phone 410-436- 4438 to establish a TSA for necessary DEVCOM CBC testing supp

The contractor is responsible for all testing regardless of who conducts the testing. Government testing need not be repeated by the contractor. The contractor shall include all government test data in with the overall FAT report.

A FAT Report shall be completed by the contractor documenting the results of all inspections and test (including suppliers and vendors inspection records and certifications, when applicable). The report shall include actual inspection and test results to include measurements, recorded test data, and certifications, if applicable, keyed to each drawing, QAP and specification requirement and identified by each individual drawing/specification/QAP characteristic.

At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to USARMY.RIA.DEVCOM-CBC.MBX.LABCERTS@ARMY.MIL marked "First Article Test Report: Contract No. W912CH26R0020, Lot/Item No. CLIN 0001AA. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

CHANGED IF60153 52.217-7 01-MAR-1989 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 365 days after award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

CHANGED IA60057 252.225-7047 01-JUN-2013 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT
(a) Definitions. As used in this clause--

"Approved Community" means the U.S. Government, U.S. entities that are registered and eligible exporters, and certain government and industry facilities in Australia or the United Kingdom that are approved and listed by the U.S. Government.

"Australia Community member" means an Australian government authority or nongovernmental entity or facility on the Australia Community list accessible at http://pmddtc.state.gov/treaties/index.html.

"Defense articles" means articles, services, and related technical data, including software, in tangible or intangible form, listed on the United States Munitions List of the International Traffic in Arms Regulations (ITAR), as modified or amended.

"Defense Trade Cooperation (DTC) Treaty" means--

(1) The Treaty Between the Government of the United States of America and the government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Trade Cooperation, signed at Washington and London on June 21 and 26, 2007; or

(2) The Treaty Between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed at Sydney on September 5, 2007].

"Export" means the initial movement of defense articles from the United States Community to the United Kingdom Community and the Australia Community.

"Implementing Arrangement" means--

(1) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of

the United Kingdom of Great Britain and Northern Ireland Concerning Defense Trade Cooperation, signed on February 14, 2008; or

(2) The Implementing Arrangement Pursuant to the Treaty between the Government of the United States of America and the Government of Australia Concerning Defense Trade Cooperation, signed on March 14, 2008.

"Qualifying defense articles" means defense articles that are not exempt from the scope of the DTC Treaties as defined in 22 CFR 126.16(g) and 22 CFR 126.17(g).

"Transfer" means the movement of previously exported defense articles within the Approved Community.

"United Kingdom Community member" means a United Kingdom government authority or nongovernmental entity or facility on the United Kingdom Community list accessible at http://pmddtc.state.gov.

"United States Community" means--

(1) Departments and agencies of the U.S. Government, including their personnel, with, as appropriate, security accreditation and a need-to-know; and

(2) Nongovernmental U.S. entities registered with the Department of State and eligible to export defense articles under U.S. law and regulation, including their employees, with, as appropriate, security accreditation and a need-to-know.

"U.S. DoD Treaty-eligible requirements" means any defense article acquired by the DoD for use in a combined military or counterterrorism operation, cooperative research, development, production or support program, or DoD end use, as described in Article 3 of the U.S.-U.K. DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement; and Article 3 of the U.S.-Australia DTC Treaty and sections 2 and 3 of the associated Implementing Arrangement.

(b) All contract line items in this contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

NONE

(c) Subject to the other terms and conditions of this contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in performance of the contract.

(d) Any conduct by the Contractor that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and 22 CFR 126.16(g) and 22 CFR 126.17(g) is subject to all applicable ITAR requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR, including, but not limited to, regulations issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives found at 27 CFR parts 447, 478, and 479, which are unaffected by the DTC Treaties.

(e) If the Contractor is an Approved Community member, the Contractor agrees that--

(1) The Contractor shall comply with the requirements of the DTC Treaties, the Implementing Arrangements, the ITAR, and corresponding regulations of the U.S. Government and the government of Australia or the government of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article the Contractor--

(i) Shall mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Shall comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Shall acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable

licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.

(End of clause)

AUTO	IF70067	52.204-19	01-DEC-2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
AUTO/DEL/RG	IF70118	52.204-25	01-NOV-2021	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	IF70003	52.215-19	01-FEB-2026	NOTIFICATION OF OWNERSHIP CHANGES (FEB 2026)
ADDED	IF70119	52.219-4	01-FEB-2026	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026)
AUTO	IF70036	52.219-28	01-FEB-2026	POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026)
ADDED	IF70117	52.222-19	01-FEB-2026	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026)
AUTO	IF70064	52.222-35	01-FEB-2026	EQUAL OPPORTUNITY FOR VETERANS (FEB 2026)
AUTO	IF70065	52.222-36	01-FEB-2026	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026)
ADDED	IF70015	52.223-3	01-FEB-2026	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026)
ADDED	IF70018	52.223-11	01-FEB-2026	OZONE-DEPLETING SUBSTANCES (FEB 2026)
AUTO	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE (Feb 1998)
AUTO	IF70034	52.252-6	01-NOV-2020	AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020)
ADDED	IA70007	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
ADDED	IA70120	252.225-7013	01-AUG-2025	DUTY-FREE ENTRY (AUG 2025)
AUTO/DEL	IA70118	252.225-7972	01-AUG-2024	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA00008	252.203-7005	01-SEP-2022	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)
AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO	KA00020	252.225-7055	01-MAY-2022	Representation Regarding Business Operations with the Maduro Regime
AUTO/DEL	KA00005	252.227-7017	01-JAN-2025	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)
AUTO/DEL	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/DEL/RG	KF60009	52.204-8	01-MAR-2025	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004)
AUTO/DEL	KA60005	252.204-7007	01-OCT-2025	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

CHANGED KA60010 252.204-7998 01-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:

(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:

_X___ (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:

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

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

__X__(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.

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(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)

CHANGED KA60002 252.225-7046 01-JUN-2013 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION

(a) Definitions. The definitions of "Approved Community", "defense articles", "Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

NONE

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 CFR 126.17 (United Kingdom), and 22 CFR 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall--

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article--

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC

Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein.

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

[ ] The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

_____

Name/Title of Duly Authorized Representative Date

[ ] The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

_____

Name/Title of Duly Authorized Representative Date

(h) Subcontracts. The offeror shall flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

(End of provision)

AUTO/DEL/RG	KF70056	52.204-24	01-NOV-2021	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	KF70044	52.209-7	01-FEB-2026	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KF70053	52.209-13	01-FEB-2026	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION
AUTO	KA70051	252.204-7017	01-MAY-2021	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
AUTO	KA70055	252.225-7973	01-AUG-2024	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014)
AUTO	KA70062	252.239-7098	01-APR-2021	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-FEB-2026	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)
AUTO/DEL/RG	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO/DEL/RG	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
ADDED	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

ADDED	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
ADDED	LF00025	52.215-1	01-FEB-2026	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)
AUTO	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
AUTO/DEL/RG	LA00024	252.204-7019	01-NOV-2023	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
AUTO	LA00016	252.215-7008	01-DEC-2022	ONLY ONE OFFER (DEC 2022)
AUTO	LA00022	252.215-7013	01-JAN-2023	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)
ADDED	LA00029	252.215-7992	01-MAR-2026	ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)
AUTO/CHANGE	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

CHANGED	LF60009	52.216-1	01-FEB-2026	TYPE OF CONTRACT (FEB 2026)

The Government contemplates award of a FIRM-FIXED PRICE contract resulting from this solicitation.

(End of Provision)

AUTO/CHANGE	LF60010	52.233-2	01-FEB-2026	SERVICE OF PROTEST (FEB2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

TACOM LCMC, ATTN: CCTA (Army Contracting Command Detroit Arsenal - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Detroit Arsenal, MI 48397-5000).

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

AUTO	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO	LF70015	52.252-5	01-NOV-2020	AUTHORIZED DEVIATIONS IN PROVISIONS

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF00005	52.217-5	01-FEB-2026	EVALUATION OF OPTIONS (FEB 2026)