# SOLICITATION, OFFER, AND AWARD

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

RATING: DO-A6



| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | N0010426RK068 (FMS Requir | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | 01 Jun 2026 | |

7. ISSUED BY — CODE N00104

NAVSUP WEAPON SYSTEMS SUPPORT MECH
P O BOX 2020, 5450 CARLISLE PIKE
MECHANICSBURG, PA 17050-0788
UNITED STATES
Ashley Leonard, Email: ashley.l.leonard4.civ@us.navy.mil Telephone: 7712290494

8. ADDRESS OFFER TO *(If other than Item 7)*

FMS Requirement

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

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in electronically until 02:00 PM *(Hour)* local time 08 Jul 2026 *(Date)*

**CAUTION** - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE *(NO COLLECT CALLS)* | | | C. EMAIL ADDRESS |
|---|---|---|---|---|---|
| | | AREA CODE | NUMBER | EXTENSION | |
| | Ashley Leonard | 771 | 229-0494 | | ashley.l.leonard4.civ@us.navy.m |

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## OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

| 15B. TELEPHONE NUMBER | | | | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|---|---|
| AREA CODE | NUMBER | EXTENSION | ☐ 15C. CHECK IF REMITTANCE ADDRESS IS 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 OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY — CODE

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

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

*AUTHORIZED FOR LOCAL REPRODUCTION*
*Previous edition is unusable*

**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

# Section A - Solicitation/Contract Form

N0010426NB003

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

**SECTION B NOTES -**

1. This item is a CSI - Critical Safety Item.

2. See Section L for proposal submission instructions. Electronic submission of an offer may be accomplished by attaching your offer to an email directed to Ashley.l.leonard4.civ@us.navy.mil.

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | DODIC: M264<br>Model: M55<br>Item Nomenclature: Electric Ignition Element<br>Drawing: 10534225<br>Total Quantity for CLIN 2618<br><br>National Stock Number: 1377012136171 | | | | |
| 0001AA | DODIC: M264 Model: M55<br>TECHNICAL DATA - See DD Form 1423, Exhibit A<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 1 | Set | | |
| | Additional Descriptive Data:<br><br>**This item is NOT SEPARATELY PRICED (NSP)** | | | | |
| 0001AB | DODIC: M264 Model: M55<br>FIRST ARTICLE TEST SAMPLES<br>Consists of: 112 Ignition Elements, 10 sets of parts and 5 inert body assemblies<br>Ownership Code 3<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 1 | Set | | |
| | Additional Descriptive Data:<br><br>**This item is NOT SEPARATELY PRICED (NSP)** | | | | |
| | DODIC: M264 Model: M55<br>PRODUCTION LOT TEST SAMPLES<br>Consists of: 2 Lots: 1 Lot of 2024 each net, plus an additional 103 each per lot for test. (100 each for test and 3 each for investigative purposes.) and 1 Lot of 594 each net, plus an additional 103 each per lot for test. (100 each for test and 3 each for investigative purposes.) | 200 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| 0001AC | Ownership Code 3<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | | | | |
| | Additional Descriptive Data:<br><br>**This item is NOT SEPARATELY PRICED (NSP)** | | | | |
| 0001AD | DODIC: M264 Model: M55<br>INVESTIGATIVE UNIT(S)<br>Consists of: 2 Lots: 1 Lot of 2024 each net, plus an additional 103 each per lot for test. (100 each for test and 3 each for investigative purposes.) and 1 Lot of 594 each net, plus an additional 103 each per lot for test. (100 each for test and 3 each for investigative purposes.)<br>Ownership Code 3<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 6 | Each | | |
| | Additional Descriptive Data:<br><br>**This item is NOT SEPARATELY PRICED (NSP)** | | | | |
| 0001AE | DODIC: M264 Model: M55<br>FY25 PANMC (Other)<br>Ownership Code 5<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 1,686 | Each | | |
| 0001AF | DODIC: M264 Model: M55<br>AT-P-PAS / 25P047AT 007<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 220 | Each | | |
| 0001AG | DODIC: M264 Model: M55<br>BR-P-PAN / 25P08BR 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD | 4 | Each | | |

| | | | | | |
|---|---|---|---|---|---|
| | recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0001AH | DODIC: M264 Model: M55<br>DE-P-GBP / 25P17DE 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 30 | Each | | |
| 0001AJ | DODIC: M264 Model: M55<br>KS-P-SEL / 25P18KS 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 48 | Each | | |
| 0001AK | DODIC: M264 Model: M55<br>NZ-P-PAL / 25P12NZ 002<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 26 | Each | | |
| 0001AL | DODIC: M264 Model: M55<br>SP-P-PAO / 25P05SP 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 10 | Each | | |
| 0001AM | DODIC: M264 Model: M55<br>FY26 PANMC (Other)<br>Ownership Code 5<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 400 | Each | | |
| | DODIC: M264 Model: M55 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 0001AN | DE-P-GBP / 26P20DE 002<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 30 | Each | | |
| 0001AP | DODIC: M264 Model: M55<br>NO-P-SAR / 26P23NO 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 24 | Each | | |
| 0001AQ | DODIC: M264 Model: M55<br>KS-P-SEL / 26P22KS 001<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 48 | Each | | |
| 0001AR | DODIC: M264 Model: M55<br>BR-P-PAN / 26P08BR 002<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 4 | Each | | |
| 0001AS | DODIC: M264 Model: M55<br>SP-P-PAT / 26P16SP 002<br>Ownership Code 8<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 8 | Each | | |
| | DODIC: M264 Model: M55<br>SR-P-PAB / 26P18SR 001<br>Ownership Code 8 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 0001AT | NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>National Stock Number: 1377012136171<br>Pricing Arrangement: Firm Fixed Price | 80 | Each | | |

# Section C - Description/Specifications/Statement of Work

**SECTION C - DESCRIPTION AND SPECIFICATIONS**

NOTE 1: NON-ANTICIPATION OF INITIAL DEVIATIONS ON AWARDS

Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon Contractor anticipation of Government authorization of deviations, even though such deviations may have been granted previously under other contracts for the same item.

**NOTE 2: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED IN THE ASSIST DATABASE AT http://assist.daps.dla.mil IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.**

1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

| CLIN | DATA LIST / PART OR DRAWING NUMBERS | REVISION | REVISION DATE |
|---|---|---|---|
| **0001** | **DL10534225** | **J** | **7/12/2024** |

2. SPECIFICATIONS:

| CLIN | SPECIFICATIONS | REVISION | REVISION DATE |
|---|---|---|---|
| **0001** | **MIL-I-60231 (OS) AM2** | **B** | **10/19/1999** |

3. Obsolescence Alert Notice: The contractor shall notify the USG that a pending and/or emergent obsolescence issue exists by submitting a Obsolescence Alert Notice in accordance with DD1423, sequence number A001.

4. Project Planning Chart: The Contractor shall submit project planning charts for each production and first article test (FAT) lot for approval /disapproval as specified in Contract Data Requirements List (CDRL) DD Form 1423, sequence number A002. Submittal shall be 120 days after award and every 120 days thereafter until contract close-out actions are completed. The Project Planning Chart depicts the schedule and actual progress of work on a contract. This status or progress report shall illustrate the amount of work accomplished relative to the work schedule. Additionally, the contractor shall conduct two project management reviews per year with the Government to detail project planning execution with the customer until contract close-out actions are completed. The content of the Project Planning Chart shall include:

1. Depiction of the actual and scheduled progress for each subdivision using horizontal lines and symbols. Actual progress will be noted by a percentage of the completion figure.

2. Subsequent additions to the work breakdown **shall** be made as they occur in contract work performance. Items **shall** not be deleted even though work may be cancelled or stopped before completion.

3. Description entry on the chart will be by task. Tasks are divided into subdivisions. Entries **shall** be complete and reflect all contract effort.

4. Milestone symbol. The triangle symbol will be white if the task has not been achieved. It **shall** be shaded if the task has been achieved.

5. Date released. Last date to which chart was posted.

6. Date revised. Date of subsequent contract modification.

7. Contractor name.

8. Contract title.

9. Contract number.

10. Purchase description number. Input NSN.

11. Security classification. Refer to Section I.

12. Delivery dates. Includes dates for all deliverable items.

13. Scheduled starting date. Date each subdivision of work is scheduled to start.

14. Actual starting date. Date each subdivision of work actually started.

15. Scheduled completion date. Date each subdivision of work is scheduled for completion.

16. Actual completion date. Date each subdivision of work actually was completed.

**SECTION C - CONFIGURATION CONTROL: SAE EIA-649 (NAVY STOCK CLASS 1377)**

1. Configuration Control - The Contractor shall maintain the total equipment baseline configuration. For items of proprietary design, Contractor drawings showing the latest assembly configuration shall be provided to the Government in electronic format.

All contractor configuration changes that occurred between contract awards shall be submitted to the Government for approval within 45 days of contract award.

Any configuration changes after contract award shall be submitted within 45 days of contract award.

All configuration changes shall be submitted at least 60 days prior to Lot Acceptance Testing.

2. Variances - Requests for Variance (RFV) - RFVs shall be designated as Critical, Major, or Minor. The Contractor shall submit RFVs using RFV DD Form 1694 and shall include information as outlined in SAE EIA-649, Configuration Management Standard, and MIL-HDBK-61, Configuration Management Guidance, for additional guidance on preparation of RFVs.

Note: A copy of the required RFV Form DD Form 1694 is available at:

https://www.esd.whs.mil/Directives/forms/dd1500_1999/

Additional guidance for completion of RFV can be found at the Attachment "*RFV Form DD1694 Example Only dated 02/21/2025"*. This attachment is incorporated by reference with the same force and effect as if contained herein.

-

The Contractor's assigned RFV number shall use the following numbering format:

a. The last seven alpha-numeric characters of the contract number followed by a dash ().

b. The letter "V", followed by consecutively assigned numeric characters beginning with 001.

Definitions of RFV Classifications: (See current SAE EIA 649 and MIL-HDBK-61, Configuration Management Guidance, for additional guidance on critical, major and minor classifications.)

Critical: Critical variances impact safety, health, environment, or other critical requirement. A departure from a requirement classified as critical in configuration documentation.

Major: Major variances have significant impacts such as performance or operational limits, structural strength, interchangeability, reliability, survivability, maintainability, durability of the item or repair parts, supportability, cost, effective use or operation, weight or size, or appearance. A departure from a requirement classified as major in configuration documentation.

Minor: Minor variances are issued when departure does not involve any of the factors listed for critical or major variance. Minor variances have little or no impact and are generally associated with non-functional factory defects that can be dispositioned locally as: "use as is" or "after suitable repair". A departure from a requirement classified as minor in configuration documentation.

3. Technical approval authority for RFVs and ECPs is NSWC IHD

4. Final approval of any ECP and/or RFV shall be in writing, by the Contracting Officer, NAVSUP Weapon Systems Support.

5. Contractors do not have Material Review Board (MRB) authority.

a. Authorization to accept "as-is" or repair any nonconformance is specifically retained by the Contracting Officer. The contractor's MRB shall not make any use "as-is" or "repair" disposition on any nonconformance, and the MRB recommendations shall be submitted per paragraph four (4) above.

b. Authorization to rework the lot prior to submission to the Government for inspection and acceptance is allowed for all parts, subassemblies, and even the end item that undergoes in-process screening for defects. Such rework under the direction of the contractor must ensure all parts meet the requirements of the Technical Data Package (TDP) and/or detailed specification.

c. Authorization to rework the lot after submission to the Government for inspection and acceptance is specifically retained by the contracting officer. The MRB recommendations shall be submitted per paragraph six (6) below. Rework of a lot to correct a deficiency after it has been presented to the Government may require the lot number and all the associated records to be changed, per the requirements of MIL-STD-1168.

If the contractor recommends, through an internal MRB, to process non-conforming parts, subassemblies, or the end item for use "as-is" or "repaired", then the contractor will be required to submit a Request for Variance (RFV) to the Government for disposition. If a non-conformance is discovered, which results in a failure of the item to meet the requirements of the TDP or detailed specification after the lot has been presented to the Government, then the contractor will be required to provide to the Government documentation such as RFVs, Discrepancy Reports (DR) related to contractor's MRBs, and/or rework procedures used to correct the deficiency (if applicable).

6. Rework and Repair are defined as follows:

a. Rework: The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

b. 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.

**SECTION C - IDENTIFICATION OF COVERED DEFENSE INFORMATION (In Reference to 252.204-7012)**

1. In accordance with the DFARS clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, the Contractor shall provide adequate security for all government and contractor owned Technical Data Packages (TDPs), drawings and item detail specifications on all covered defense information systems that support the performance of work under this contract.

**Requirements**

Section C - Requirements Description:
M264 M55 Electric Ignition Element

# Section D - Packaging and Marking

**SECTION D - PACKING, MARKING, AND TRANSPORTATION**

1. Preservation, packaging, packing, and marking **shall** be in accordance with MIL-STD-129, MIL-STD-2073, CFR 49 171-178, MIL-STD-130, and DLAR 4145.41.

2. Packaging and packing for production lots, first article samples and lot acceptance samples **shall** be IAW the following by item:

| CLIN | QUP | IAW |
|---|---|---|
| **0001** | **1** | **DWG 9233342 (MANDATORY TIGHT PACK) REV. C** |

NOTE: Quantity per Unit Pack (QUP) is defined as the first tie, wrap, or container applied to a single item, or a quantity thereof, or to a group of items of a single stock number, preserved or unpreserved, which constitutes a complete or identifiable package.

3. Labels for Human Readable Information (HRI) and Machine Readable Information (MRI) **shall** meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002. The performance requirements for solvent and detergent resistance are not required. The label should be the pressure sensitive adhesive type.

4. Human Readable Information (HRI) markings **shall** be applied to ammunition, explosives containers and units loads IAW the applicable provisions of MIL-STD-129.

a. At a minimum, inner container markings for CLIN 0001 **shall** include:

National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN*)

Item Nomenclature: *(see Section "B" for applicable CLIN)*

Item Assembly Drawing Number: *(see Section "B" for applicable CLIN*)

Quantity: As Applicable

Lot Number: IAW MIL-STD-1168

Serial Number: Required ( x ) N/A ( )

b. At a minimum, outer container markings for CLIN 0001 **shall** include:

National Stock Number and (DoD) Code: *(see Section "B" for applicable CLIN*)

Item Nomenclature: *(see section "B" for applicable CLIN)*

Item Assembly Drawing Number: *(see Section "B" for applicable CLIN*)

Quantity: As Applicable

Lot Number: IAW MIL-STD-1168

Serial Number: Required ( x) N/A ( )

Gross Weight and Cube: As Applicable

DoD Contract Number: As Applicable

POP Markings: (*see Section "D" - Packaging, Marking and Transportation paragraph 6a - below.)*

UN Proper Shipping Name, UN Number, Hazard Class, Compatibility Code, Net Explosive Weight, and EX Number: (*see TABLE 1 below for applicable CLIN*)

CAA: USG DOT 'EX NUMBER'

(*see TABLE 1 EX NUMBER COLUMN below for applicable CLIN*) *Example* CAA: USG DOT 880832

TABLE 1: UNITED NATIONS SHIPPING / STORAGE INFORMATION

| CLIN NUM | UN PROPER SHIPPING NAME | UN NUMBER | HAZARD CLASS | COMPA. CODE | NET EXPLOSIVE WT (LBS) | EX NUMBER |
|---|---|---|---|---|---|---|
| 0001 | CARTRIDGE, POWER DEVICE | 0323 | 1.4 | S | 0.000200 | 1987100973 |

5. Machine Readable Information (MRI) markings **shall** be applied to ammunition, explosive containers and unit loads IAW the following coded elements of data from MIL-STD-129. MRI labels **shall** able to be read and interpreted by automatic bar code reading devices (scanners). MRI markings **shall** contain the minimum data elements identified below:

a. Inner container:

(N) National Stock Number: (see Section "B" for applicable CLIN)

(4R) Department of Defense identification code (DODIC): (see Section "B" for applicable CLIN)

(1P) Item Assembly Drawing Number: (see Section "B" for applicable CLIN)

(1T) Lot Number: IAW MIL-STD-1168

(S) Serial Number: Required ( x) N/A ( )

b. Outer container:

(N) National Stock Number: (see Section "B" for applicable CLIN)

(4R) Department of Defense identification code (DODIC): (see Section "B" for applicable CLIN)

(1P) Item Assembly Drawing Number: (see Section "B" for applicable CLIN)

(7Q) Quantity: As Applicable

(1T) Lot Number: IAW MIL-STD-1168

(S) Serial Number: Required (x) N/A ( )

**NOTE**: The parenthesis surrounding the data elements are NOT encoded in the 2D(PDF417) bar code.

6. Shipment of hazardous material (which includes devices containing energetic and explosive material) is subject to the requirements of Title 49, Code of Federal Regulations (CFR), the International Maritime Organization's International Maritime Dangerous Goods (IMDG) Code, and the International Civil Aviation Organization (ICAO) Technical Instructions for the safe transport of hazardous goods. The **contractor shall** make all

shipments of hazardous material in packaging approved by Performance Oriented Packaging (POP) testing within its recertification period. If packaging used exceeds a single periodic retest period as regulated in 49 CFR 178.601 or comes from multiple manufacturers, multiple or additional POP Test Reports covering all periods of manufacture/manufacturers are required.

6a. For special packaging instructions (SPI) of USAF origin, the **contractor may** inquire about receiving a copy of the latest DOD performed POP test. Inquiry **shall** be in writing to the contracting officer a minimum of 30 days prior to need.

NOTE: Foreign Military Sales (FMS) Shipments: As applicable, all outer containers should be clearly marked with the FMS Case Designation, Requisition Number and Project Code, and Country Specific EX Numbers for NOA required shipments- See Section "F" for proper identification.

7. Traceable seals are required for all ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security, integrity and certification of material serviceability. Traceable seals ensure that the ammunition, ordnance and/or inert item is not pilfered or tampered with after being placed in each shipping container at the time of packaging. The shipping container will normally be the outer container.

The Contractor **shall** ensure one of the below traceable seals are properly affixed depending on the type of shipping container.

a. Type 1 TRACEABLE SEALS (WIRE SEALS): Type 1 seals are the preferred seals for containers having provisions or means for application of the seals, e.g., metal, plastic, fiberglass, or wood containers with lids or hinged covers, latches, brackets or flanges. A Type 1 seal is, typically, a wire length with an aluminum disk or pellet which is crimped or crushed using a die which imprints a "U.S." symbol on one side of the disk/pellet with an individual's traceable serial number on the reverse side of the disk/pellet.

b. Type 2 SEALS (LABEL SEALS): Type 2 seals are the preferred seals for fiberboard or Styrofoam containers or for metal, plastic, fiberglass or wood containers that will not readily accept Type 1 seals. Type 2 seals are, typically, nonmetallic labels with pressure sensitive backing. They may be pre-printed, stamped or marked with a "U.S." symbol. Type 2 seals **shall** be applied such that the label must be cut or defaced in order to open a container. Adhesives **shall** adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration **shall** be given to label seals required to adhere to wood and fiberboard surfaces.

8. Restrictions Involving Non-Manufactured Wood Packaging (NMWP) and Pallets (per Defense Logistics Agency Directive subpart 47.305-1(c)(90): "**All** wooden pallets and wood containers produced of non-manufactured wood **shall** be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations, both dated May 30, 2001."

## SECTION D - PALLETIZATION

Production Lot units **shall** be palletized in accordance MIL-STD-1322, MIL-STD-1322-1000, MIL-STD-129, MIL-STD-130, and CFR 49 171-178 with the following **exception:**

a. Edge protectors **shall** be used under all strapping.

# Section E - Inspection and Acceptance

**SECTION E - PRODUCTION LOT TEST SAMPLES (NSWC IHD TESTING)**

1. Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001AA Technical Data | SEE DD1423 | SEE DD1423 | SEE DD1423 | SEE DD1423 |
| 0001AB First Article Testing | Contractor | Government | Destination | Government |
| 0001AC Lot Acceptance Testing | Contractor | Government | Destination | Government |
| 0001AD LAT Investigative Units | Contractor | Government | Destination | Government |
| 0001AE-0001AT Production Units | Contractor | Government | Contractor | Government |

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

2. Test samples are required from each production lot. A production lot shall consist of the net deliverable quantity plus additional units for lot test samples and any retains for investigative purposes (if applicable) as detailed in section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract (unless following the exception noted in paragraph 3 below).

3. The contractor is allowed to pre-select no more than 30% of the required production lot test samples per lot which have minor external cosmetic defects such as nicks, dings, scratches, paint blemishes, plating blemishes, and small burrs. These units can be used as pre-selected production lot test samples as long as the defects do not create an interference with the form, fit, or function of the unit and/or test fixture. The selection of the production lot test samples shall be noted in a discrepancy report (DR) identifying the item part number, DODIC, contract, lot number, serial numbers of the pre-selected units, and the cosmetic defects of each serial number. A copy of the DR shall be submitted to the Contracting Officer. A second copy of the DR shall be submitted to DCMA/QAR when presenting the production lot for random selection of the remaining lot test samples as stated in paragraph 4 below. The contractor shall also annotate the DR number in the remarks section of the ADC for the applicable production lot. This clause is only applicable to the production lot test samples and the external cosmetic defects mentioned above. If additional units with minor external cosmetic defects are part of the deliverable lot and the contractor would like for the government to accept those units "as is", then a RFV shall be submitted to the Contracting Officer for the determination of disposition for those non-compliant deliverable units.

4. The production lot(s) must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. The documentation (WAWF-RRs and Ammunition Data Card printed from WARP) accompanying the production lot shall contain

the contract number, item, lot number identification, DODIC, NSN, and serial numbers. The production lot test samples shall be selected, at random (unless following the exception noted in paragraph 3 above), from each production lot, by the QAR. The retains are considered part of the production lot test samples and shall also be selected, at random, from each production lot, by the QAR and identified as such.

NOTE: Sample units removed for testing from different lots shall not be commingled.

5. After the selection of the production lot samples and all required data, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in Section F within 15 calendar days of selection at no additional charge to the Government. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. (This data includes, but is not limited to, radiographic requirements specified in Section E - Inspection and Acceptance, Ammunition Data Card from WARP, and WAWF-RR.)

6. The following activity will conduct production lot testing: Naval Surface Warfare Center Indian Head Division

7. *Disposition of Production Lot Test Samples* -

The production lot samples might be subject to Non-Destructive Test (NDT) depending on the requirements delineated by the TDP and/or item specification specified in section C.

NOTE: If a test failure occurs during the Non-Destructive Test (NDT) phase of LAT, the engineering activity is authorize to continue with the remainder NDT series prior halting test (i.e. resistance failure and leak test still remains).

The production lot test samples are also subjected to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of the affected samples and/or the entire production lot samples for disposition/examination and/or investigation. The written request to return rejected samples and/or the entire production lot samples shall be received by the Contracting Officer within fifteen (15) calendar days after notification of rejection. Any samples returned will be at the Contractor's expense.

8. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval by the Contracting Officer and final approval of the Material Inspection Receiving Report in Wide Area Workflow (WAWF).

9. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor, within sixty (60) calendar days, after receipt of the production lot test samples, all required CDRLs and all necessary data by the Government Testing Activity. Any CDRLs provided by the Contractor deemed to be inaccurate and/or incomplete after engineering review will automatically reset the notification of production lot approval, conditional approval, or disapproval. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.

a. Any notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.

b. A notice of conditional approval shall state any further action required by the Contractor.

c. A notice of disapproval shall cite reasons for such. In the event of a failure, the Contractor shall submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, **A003**) with all associated costs and expenses to be borne solely by the Contractor. "Failure" is defined as follows:

(i) Any of the test samples failing to meet the requirements of the specification and/or drawing,

(ii) Any of the test samples fracturing and/or exhibiting any cracks post-firing, unless specifically designed to do so,

(iii) A non-ignition or failure to fire.

10. At a minimum, the following is required:

a. Failure date

b. Failed part number (e.g. national stock number (NSN), logistics control number, work unit code)

c. Test or mission being performed when the failure occurred(LAT/FAT)

d. Failure symptoms and description of detection or diagnosis methods (e.g. Built In Test)

e. Failure effects (e.g. none, degradation, abort)

f. Repair action (e.g. remove/replace)

g. Failure mode description

h. Failure mechanism/cause of failure

i. Contributing factors, including multiple factor interactions, or secondary effects of the failure

j. Corrective action required to mitigate the failure mode, including:

- Identification of the failure mode
- The recommended process or process control changes, when the failure cause is due to workmanship defects
- Proposals for retrofit of all equipment already delivered or assembled, including recommended effectivity, in accordance with the contract
- Disposition of all defective material and material rendered obsolete because of any necessary redesign, to assure their exclusion from production items
- Identification of previous functional and environmental qualification tests, if any, invalidated by the corrective action changes and recommendation of those tests that should be repeated, in accordance with the terms of the contract, to demonstrate the corrective action's effectiveness.

11. If the production lot test sample is disapproved by the Government, the Contractor may be required, at the option of the Government and at the Contractor's sole cost and expense, to submit an additional production lot test sample(s) for test. After each notification by the Contracting Officer to submit an additional production lot test sample(s), the Contractor shall, at no additional cost to the Government, make any necessary changes, modifications, or repairs to the production lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval, and all costs and expenses related to such test(s) shall be borne solely by the Contractor.

Retest Cost for Item 0001 is: $36,000.00*(NOTE: Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.)* The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.

12. If the Contractor fails to deliver any production lot test sample(s) within the time or times specified, or if the Contracting Officer disapproves any of the required CDRLs, the contract may be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract, and this contract may be subject to termination for default. In such an event, failure of the Government to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.

**SECTION E - CAD/PAD INSPECTION AND ACCEPTANCE**

1. Inspection and acceptance shall be in accordance with DL 10534225 and MIL-I-60231.

2. The Government reserves the right to invoke the requirement for First Article Testing (FAT) if there is a change in process, facilities, materials, equipment, or production of the item. "Process" is defined as the steps or tasks that are performed to create a product. An example of a process change that could invoke FAT is implementation of a new production line. "Facilities" is defined as location or buildings where the process(es) are performed to manufacture a product. A contractor may have several buildings already approved for manufacture of the item that do not require notice if already approved. "Materials" is defined as all the raw ingredients that are used in the manufacturing of the item. An example of a material change that could invoke FAT is a new energetic material supplier, which will need to meet the requirements of the applicable specification. "Equipment" is defined as all the tools used to manufacture a product. An example of an equipment change that could invoke FAT is a machine upgrade that changes energetic material processing technique. "Production" is defined as to make, manufacture, or create a product. An example of a production change that could invoke FAT is a revised method to manufacture delay composition. FAT can also be invoked if two years or more have passed since the item was last manufactured, or if the item has developed a manufacturing or performance related issue that can affect form, fit, or function such as changes to technical requirements, performance, interoperability, supportability, maintainability, or safety.

If there is a desire to have predetermination of a potential change to the process, facilities, materials, equipment, or production of the item, a proposal describing the change and any supporting documentation should be written in a formal letter and provided to the Contracting Officer. The Contracting Officer will provide the letter with the supporting documentation of the proposed changes to the cognizant engineering activity. A formal response on the determination of whether an FAT is required may be provided within fifteen (15) business days after receipt from the Contracting Officer.

Note: The examples provided above are not meant to be all inclusive. The Government shall have the final decision if FAT is invoked based on the proposed change submitted by the contractor as well as the Technical Data Package and/or item specification incorporated by reference in Section C.

3. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001:2015 or an equivalent quality system. If the quality program is not modeled on ISO 9001:2015 the offeror/prospective Contractor shall indicate the quality system proposed along with how it is equivalent, under separate letter submitted with the offer/proposal.

ISO 9001:2015 Other

This quality system along with program specific production documentation shall be made available for review by the Government's representative upon request, at the Contractor's facility at no cost to the Government.

4. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to ensure the correct identification and nomenclature are assigned for all items and shipping containers prior to shipment including CAGE codes. CAD/PAD Devices are exempt from MIL-STD-129 shelf life markings on packaging; however, they shall have a minimum of 85% of the shelf life remaining at time of delivery. Any delivery from a contractor not having at least 85% shelf-life remaining shall be considered non-conforming.

NOTE: The shelf life for CLIN 0001 is: **8 years and 0 months.**

5. Radiographic equipment and procedures shall meet the standards stipulated in the latest revision specification ASTM E1742. Neutron radiography (N-rays), when required for a specific item, shall meet the requirements of ASTM E748 and ASTM E545.

6. Radiographers shall be certified level II or III and qualified in accordance with the requirements described in specification NAS 410.

7. Radiographic Test Technique (RTT) shall include variables which affect the exposure, such as x-ray source, kV or MeV (voltage), mA (current), SFD (Source to Film Distance), or SDD (Source to Detector Distance), exposure time, and film type/detector, and include a diagram or photo of the test setup.

8. Radiographic Test Technique for X-rays and N-rays, as applicable, shall be submitted with the First Article Test (FAT) samples to the activity cited below. If there is no FAT requirement, the radiographic test technique for X-rays and N-rays, as applicable, shall be submitted to the activity below as described in paragraphs 8a and 8b herein.

**(NO EXPLOSIVES TO BE SENT TO THIS ADDRESS)**

NSWC IHD

CAD/PAD DIVISION BLDG 1557

ATTN: *AMS Per Section H*

4393 BENSON ROAD

INDIAN HEAD MD 20640-5092

a. Test technique information for ALL radiographs is specified in section 6 of ASTM E1742, refer to Contract Data Requirement List (CDRL) DD Form 1423 sequence number **A004**. The radiographic images shall display a number of units representative of a production lot. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion.

9. Notification of approval of the RTT shall be provided via Wide Area Workflow (WAWF). Written notification of rejection will be provided by the Contracting Officer. Approval of the RTT must be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs in accordance with the approved RTT. Any change in the approved radiographic technique or equipment requires submittal and approval of new RTT at the Contractor's expense.

a. There is hereby created an option for the Government to waive the requirement for submission of a RTT. The Contractor may only request a waiver for the submission of the RTT as long as the Cognizant Engineering Organization (CEO), which is NSWC IHD, has an approved RTT on file from a previous contract, and the x-ray equipment or RTT has not changed since the referenced contract. The following information shall be furnished by the Contractor when submitting the waiver for RTT:

Approved by _____

Date of approval _____

Contract number under which RTT was approved _____

b. If the submission of the RTT is waived, the previously approved technique shall apply to the contract.

c. If the Contractor requests waiver of submission of the RTT after time of award, an offer of adequate consideration shall accompany the request. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs should be reviewed by a Level II or Level III certified radiographer in accordance with NAS 410. A radiographic report, including a list of serial numbers inspected, serial numbers rejected, and reason(s) for rejection will be submitted with the radiographs. Radiographs not conforming to the requirements specified herein will not be accepted by NSWC IHD. Disposition of nonconforming radiographs will be by mutual agreement of the parties.

10. In order to fulfill contractual requirements, the Contractor shall submit acceptable radiographs for each Contract Line Item. Radiographs shall be of an image quality to effectively inspect for

acceptable assembly of components and defects. Radiographs should be reviewed by a Level II or Level III certified radiographer in accordance with NAS 410. Radiographs not conforming to the requirements specified herein will not be accepted by NSWC IHD. Disposition of nonconforming radiographs will be by mutual agreement of the parties.

11. Representative Quality Indicators (RQI) are recommended to be used on radiographic film or digital images for all CAD/PAD devices. The RQI (also known as a defect standard) contains a known defect (i.e. missing explosive charge, missing O-rings, etc.) placed next to a good unit for comparison, to aid in interpretation. Radiographic test technique shall include RQI to be used and RQI placement.

12. The Contractor shall submit radiographs as marked (X) below:

| X-RAYS ( per applicable spec ) | N-RAYS ( per ASTM E748 ) | Sample / LOT Description |
|---|---|---|
| **X** | | First Article Sample |
| **X** | | Lot Acceptance Test Samples |
| **X** | | Production Lot Units |
| | | Explosive Sub-Assemblies (i.e., NON-GFP CTGS, Booster Sleeves, etc.) |

Radiographs of Production Lot Units shall include Lot Acceptance Testing (LAT) samples.

Radiographs for storage release CAD lots are not required unless defects are noted during the Lot Acceptance Test (LAT). When defects are noted during LAT, the Government reserves the right to require 100% radiographic inspection of the suspect lot at the Contractor's expense. These radiographs shall be submitted as specified in paragraphs 12 through 18.

13. Neutron radiographs (N-rays) shall be produced using film (conventional techniques). Radiographs (X-ray) shall be produced using non-film (digital) techniques such as Digital Detector Array (DDA), or Computed Radiography (CR), with the understanding that the Contractor must be qualified and given prior approval to use digital radiography by NSWC IHD. A qualification plan must be submitted to the Level III Radiographer at NSWC IHD for review prior to qualification of the digital x-ray system. Once the qualification plan has been reviewed and approved, the Level III Radiographer at NSWC IHD will conduct a site visit (i.e. audit) to witness the qualification of the digital x-ray system. The results of the tests performed during the digital x-ray system qualification will be documented in a qualification plan, which will be submitted to the Level III Radiographer at NSWC IHD. At a minimum, the qualification plan shall include information such as the type of system (Make/Model of DDA or CR system, x-ray sources etc.), as well as the specific types of tests (performance checks, as described in the ASTM standards) to be performed to verify the performance of the system. The tests are described in the appropriate ASTM standards (i.e. ASTM E2445 and ASTM E2033 for CR, and ASTM E2737 and ASTM E2698 for DDA systems). An official approval letter will then be issued by the Commanding Officer, NSWC IHD, which authorizes the use of the digital system. Follow up audits at regular intervals of every five years may be conducted to assure the long term stability and performance of the digital x-ray system. If digital radiographs are submitted, they shall be in the form of raw data that is Digital Imaging and Communication in Nondestructive Evaluation (DICONDE) compliant. In addition to the raw DICONDE data, 16 bit Tagged Image Format (TIF) images of the digital radiographs must be submitted. The qualification of non-film techniques will be done IAW the latest versions of standards referenced in the latest version of ASTM E1742 (currently ASTM E1742/E1742M-12), such as ASTM E2698 and ASTM E2737 (for the qualification of Digital Detector Array (DDA) detectors), or ASTM E2033 and ASTM E2445 (for the qualification of Computed Radiography (CR) systems).

14. When submitting the radiographic images, the Contractor shall also submit a report of radiographic inspection. This report shall clearly indicate the units subjected to radiographic inspection by the following data:

- Item Nomenclature and DODIC
- Span of serial numbers displayed
- Complete lot number
- Missing units by serial number
- Complete contract number
- Nonconforming units by serial number and reason
- Government drawing or part number for rejection

NOTE: For the span of serial numbers, include list of serial numbers for units that have been accepted. Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited, as well as any assignable cause or analysis related to the occurrence.

15. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order per MIL-STD-1168 before radiographic inspection. Serial numbers shall not be repeated on items with the same part number regardless of changes in the lot number. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All annotation must be represented using a method which leaves a permanent image on the radiograph, such as placing lead letters on the film cassette or digital detector prior to each exposure. It is NOT acceptable to use adhesive labels, or to write annotation on the radiograph using a marker or other writing instrument. Units that are missing on a radiograph must be indicated by identifying the serial number of the unit immediately preceding, and immediately following, the missing unit(s).All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques which may include multiple exposures, multiple speeds of film being loaded for each exposure, or additional orientation of unit(s) i.e. 0 degree and 90 degree exposures. Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic image. Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 14 and forwarded with the LAT sample. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one radiograph image; these serial numbers may appear on tape and be affixed to the radiograph.

16. This radiographic image and report shall be shipped prepaid. The delivery of the radiographic image and report shall be in accordance with Contract Data Requirement List (CDRL) DD Form 1423, sequence number **A005**. The film shall be placed in film envelopes or sleeves. Radiographic film shall be place into an appropriate shipping container that will not damage the film. The film envelopes shall be placed in either a fiberboard, cardboard, or wooden box. X-rays or N-ray film shall not be placed directly into a shipping container (i.e. FedEx or UPS box). X-ray or N-ray film shall not be rolled up and place in a shipping tube. When approved for digital radiography, digital radiographic images shall be shipped prepaid on a compact disc (CD). Digital radiographic images shall not be submitted on USB flash drives.

a. Digital radiographic images may also be submitted electronically through DoD SAFE in addition to CD shipment to improve efficiency in initial Government review. Electronic submission shall optionally be in addition and shall not replace CD shipment for long-term Government storage purposes.

b. Requests for DoD SAFE links for digital radiographic image submission shall in writing (e-mail) to the AMS listed in Section H with the contracting officer on copy.

17. All radiographic images shall be retained by the Government. All radiographic images shall display a permanent identification of the following information:

- Item Nomenclature and DODIC
- Government Drawing or Part Number
- Complete Lot Number
- Span of Serial Numbers Displayed
- Complete Contract Number
- Name of radiographic facility
- Date of radiograph

18. All documentation, i.e., packing slip, invoice, WAWF-RR, etc., accompanying the radiographic images shall clearly indicate, as a minimum, the following information:

- Contract Number
- Item Nomenclature
- National Stock Number (NSN)
- Department of Defense Identification Code (DODIC)
- Lot Number

19. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to assure the correct identification and nomenclature are assigned for all item and shipping containers prior to shipment.

20. The Contractor shall have the ballistic test fixtures and/or capabilities to assure that the item being procured meets the specification requirements.

21. The Contractor shall provide, upon Government request and at Contractor's own cost, copies of all certificates of compliance for all materials (mechanical properties, alloying) and all quality conformance tests (Hydrostatic, X-ray, Protective Finish, Magnetic Particle, Dye Penetrant).

22. The government reserves the right to require a post award orientation either digitally or at the contractor's facility at no additional cost to the Government. The contractor will be notified at the time of award, or within a reasonable time after award, to prepare a post award conference to discuss the contract.

All contractor and government personnel that are pertinent from the various contracting, acquisition, manufacturing, and engineering fields may be present. It is the contractor's responsibility to ensure that the appropriate contractor personnel or subcontractor personnel are available for the orientation.

23. In the event the First Article test sample fails to meet the requirements of the specification or drawing, the contractor may be required to submit a Failure Analysis and Corrective Action Report (DD Form 1423, sequence number, **A003**).

24. The contractor shall permanently serialize all First Article components and maintain traceability to inspection/acceptance data and end item serial number.

25. The first article test samples shall not be considered received until all data necessary to evaluate the samples as received, such as: radiographic requirements specified in Section E-Inspection and Acceptance, DD Form 1650 and DD Form 250 or WAWF-RR documents.

**SECTION E - CAD/PAD ENERGETIC MATERIALS REQUIREMENTS**

1. The age of the energetic materials and components (i.e. ALL explosives, propellants, pyrotechnics, cartridges, and/or initiators) used in the manufacture of these items or sub-components shall not exceed twenty-four (24) months based on the original manufacturing date or retest date; unless otherwise noted in the detail specification of the item being procured. Propellant manufactured shall be in accordance with the required specifications of paragraph one, section E - CAD/PAD Inspection and Acceptance (Apr 2017). Any government furnished property provided in conjunction with the contract is considered acceptable for meeting the requirement. All energetic materials and components must be traceable to the original DoD qualified manufacturer and compliant with the ITAR part 120 and 121 (http://www.pmddtc.state.gov/regulations_laws/itar.html).

2. Raw (non-blended) ingredients & materials used in blended/mixed energetic materials such as, but not limited to: fuels, oxidizers, binders, curatives, sensitizers, plasticizers, stabilizers etc., shall not exceed twelve (12) months since date of manufacture or retest date and comply with original manufacture's specification or military standard. This requirement must be met prior to loading of any of the energetic materials into the item or sub-components.

3. The Government may waive the energetic and constituent material requirements listed above or portions thereof, on a case-by-case basis (when acceptable to the Government) provided the Contractor furnishes all details of the reason for the waiver and the age, lot numbers, traceability, and other pertinent information/ test data and Certificate of Analysis/ Conformance (COA/COC) of the subject materials or components. Waivers shall be requested in only one of the following formats:

a. Request for Variance: RFVs shall be submitted in accordance with Section C. The RFV may be subject to, but not limited to, conditions such as sensitivity testing, stabilizer analysis and/or dehumidification at Contractor's cost. RFVs may be submitted with a recertification plan (if available). The recertification plan will be kept on record once approved by the cognizant engineering activity.

b. Energetics Test Matrix: The contractor may request waiver of the energetic and constituent material requirements as long as the Cognizant Engineering Organization (CEO), which is NSWC IHD, has an approved Energetic Test Matrix available for incorporation into Section C at time of award. The following information shall be furnished by the Contractor when submitting the waiver from the energetic and constituent material requirements based on an approved test matrix:

Date of approval _____

-

Document Number _____

Revision:_____

**SECTION E - AMMUNITION LOT NUMBERING: MIL-STD-1168**

Ammunition lot numbering shall be in accordance with MIL-STD-1168 except as specified below (and MIL-DTL-85097 for Propellant Actuated Devices).

*Lot number formulation shall consist of the following:

a. The Contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted via the Government Inspector. Refer to MIL-HDBK-1461 for guidance, which is available on the WARP Website.

b. The year and the alpha code designating the month in which final assembly for end item of the representative lot begins (CADs only)

c. The assigned lot interfix number (provided by NSWC IHD at time of award).

d. The sequence number shall be consecutive for each production lot manufactured and shall be consecutive across contracts (sequence number shall not be repeated or reset).

e. Serialization of sub-assembly or end item under this contract shall meet the requirements of MIL-STD-1168. Serial numbers Shall Not be repeated on the same part numbered item regardless of changes in lot numbers.

NOTE: Serial numbers (S/N's) are not part of the lot number. S/N's shall be assigned separately and in

sequence.

(*Example*. Lot ABC97J009G001, S/N's 001-018)

Ammunition Lot number designation Sample:

| | | | | |
|---|---|---|---|---|
| **IHM** | **93** | **D** | **002** | **-007** |

| | | | | |
|---|---|---|---|---|
| **a** | **b** | **c** | **d** | **e** |

| **KEY:** | |
|---|---|
| **a** | **Manufacturer's Identification Code** |
| **b** | **The year in which final assembly for end item of the representative lot begins (CADs only) or the year of manufacture of the oldest batch of propellant in the lot (PADs only).** |
| **c** | **The month in which final assembly for end item of the representative lot begins (CADs only) or the month of manufacture of the oldest batch of propellant in the lot expressed as an alpha code (PADs only) in accordance with 4.1.3 of MIL-STD-1168.** |
| **d** | **Lot interfix number - lot number (provided and controlled by NSWC IHD AMS).** |
| **e** | **Lot sequence number - lot number (manufacturer responsible for the assignment of lot sequence numbers).** |

**SECTION E - AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT**

1. Under the direction of MIL-STD-1168, the Contractor shall furnish Ammunition Data Cards (ADC) for each shipment (test and production) as generated using the Worldwide Ammunition- data Repository Program (WARP). Preparation instructions are found in DI-MISC-80043B and on the WARP website in the WARP User's Manual. Additional guidance for completion of ADC can be found at the Attachment "*Ammunition Data Card Master Revision 16" and "ADC SOW Rev Basic dated Jan 2018*". This attachment is incorporated by reference with the same force and effect as if contained herein. All components and subassemblies shall be listed on the ADC per DI-MISC-80043B, paragraph 3, in accordance with DD 1423 sequence number **A006**. A printed copy of the accepted (AC status) ADC from WARP shall be included with each Shipment. The ADC data elements listed below are part of section B of this contract.

National Stock Number and (DoD) Code: (see Section "B" for applicable CLIN)

Item Nomenclature: (see Section "B" for applicable CLIN)

Item Assembly Drawing Number: (see Section "B" for applicable CLIN

NOTE: The WARP system for Ammo Data Cards requires Contractors to hold a certificate to access the system and communicate with the secure DoD server.

The site to obtain ECA Access Certificate is: http://www.identrust.com/warp/index.html

The WARP login website is: https://mhpwarp.redstone.army.mil

2. Lot numbers for all explosive components and explosive subassemblies shall be in accordance with MIL-STD-1168 (Ammunition Lot Numbering and Ammunition Data Card), and shall be included in the components section of the Ammunition Data Card.

3. In accordance with the DFARS clause at 252.232-7003, Material Inspection and Receiving Report, the Contractor shall complete a Wide Area Workflow Receiving Report (WAWF-RR) at the time of each delivery (Lot Acceptance or First Article test samples and production lot). Preparation instructions are found in the DFAR Supplement Appendix F.

If the date cited in WAWF-RR is an estimated "ship date", the Contractor shall make distribution of a corrected WAWF-RR indicating the "actual ship date" within 24 hours after actual shipment. The following additional data shall be furnished on the WAWF-RR:

a. Complete lot number, lot expiration date (month and year)

b. Total lot size (consists of net, test, and investigative).

c. Serial numbers of units shipped to consignee.

d. Net quantity shipped to destination.

1. Item quantity shipped to consignee

2. Total item quantity shipped to consignee

3. Item quantity due consignee

4. The Contractor shall make distribution of the ADC and WAWF-RR in accordance with the information provided in Section H no later than 24 hours after shipment. When Item 0001, 0002, etc. is indicated under the designator, the Contractor shall furnish all shipping documents for all SUBCLINs under that line item.

# Section F - Deliveries or Performance

## Section F - Required Delivery Schedule

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

Note: no penalty for early submission of CDRLs where applicable.

| Delivery Key: |
|---|
| FAT = First Article Test |
| LAT = Lot Acceptance Test |
| DADC = Days After Date of Contract |

| REQUIRED DELIVERY SCHEDULE | | |
|---|---|---|
| ITEM | Quantity | Days |
| A001 Obsolescence Alert Notice | 1 SET | **A/R** |
| A002 Project Planning Chart | 1 SET | 120 DADC |
| A004 Radiographic Test Technique (RTT) | 1 SET | 255 DADC |
| | | |
| **First Article Test Lot** | | |
| A003 First Article Failure Analysis Report | 1 SET | **A/R** |
| A005 Radiographic Report and Film | 1 SET | 280 DADC |
| A006 Ammunition Data Card (FAT) | 1 SET | 280 DADC |
| 0001AB (FAT Samples) | 1 SET | 300 DADC |
| | | |
| **Production Lot 1** | | |

| | | |
|---|---|---|
| A003 LAT Failure Analysis Report | 1 SET | **A/R** |
| A005 Radiographic Report and Film | 1 SET | 580 DADC |
| A006 Ammunition Data Card, Provisional | 1 SET | 580 DADC |
| 0001AC (LAT Samples) | 100 EA | 600 DADC |
| 0001AD (LAT Investigative Units) | 3 EA | 600 DADC |
| 0001AE (Deliverable Units) | 1686 EA | 675 DADC |
| 0001AF (Deliverable Units) | 220 EA | 675 DADC |
| 0001AG (Deliverable Units) | 4 EA | 675 DADC |
| 0001AH (Deliverable Units) | 30 EA | 675 DADC |
| 0001AJ (Deliverable units) | 48 EA | 675 DADC |
| 0001AK (Deliverable Units) | 26 EA | 675 DADC |
| 0001AL (Deliverable Units) | 10 EA | 675 DADC |
| | | |
| **Production Lot 2** | | |
| A003 LAT Failure Analysis Report | 1 SET | **A/R** |
| A005 Radiographic Report and Film | 1 SET | 610 DADC |
| A006 Ammunition Data Card, Provisional | 1 SET | 610 DADC |
| 0001AC (LAT Samples) | 100 EA | 630 DADC |
| 0001AD (LAT Investigative Units) | 3 EA | 630 DADC |
| 0001AM (Deliverable Units) | 400 EA | 705 DADC |
| 0001AN (Deliverable Units) | 30 EA | 705 DADC |
| 0001AP (Deliverable Units) | 24 EA | 705 DADC |
| | | |

| | | |
|---|---|---|
| 0001AQ (Deliverable Units) | 48 EA | 705 DADC |
| 0001AR (Deliverable Units) | 4 EA | 705 DADC |
| 0001AS (Deliverable Units) | 8 EA | 705 DADC |
| 0001AT (Deliverable Units) | 80 EA | 705 DADC |

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, will 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.

| OFFERS PROPOSED DELIVERY SCHEDULE | | |
|---|---|---|
| ITEM | Quantity | Days |
| A001 Obsolescence Alert Notice | 1 SET | |
| A002 Project Planning Chart | 1 SET | |
| A004 Radiographic Test Technique (RTT) | 1 SET | |
| | | |
| **First Article Test Lot** | | |
| A003 First Article Failure Analysis Report | 1 SET | |
| A005 Radiographic Report and Film | 1 SET | |
| A006 Ammunition Data Card (FAT) | 1 SET | |
| 0001AB (FAT Samples) | 1 SET | |
| | | |
| **Production Lot 1** | | |
| A003 LAT Failure Analysis Report | 1 SET | |
| A005 Radiographic Report and Film | 1 SET | |

| | | |
|---|---|---|
| A006 Ammunition Data Card, Provisional | 1 SET | |
| 0001AC (LAT Samples) | 100 EA | |
| 0001AD (LAT Investigative Units) | 3 EA | |
| 0001AE (Deliverable Units) | 1686 EA | |
| 0001AF (Deliverable Units) | 220 EA | |
| 0001AG (Deliverable Units) | 4 EA | |
| 0001AH (Deliverable Units) | 30 EA | |
| 0001AJ (Deliverable units) | 48 EA | |
| 0001AK (Deliverable Units) | 26 EA | |
| 0001AL (Deliverable Units) | 10 EA | |
| | | |
| **Production Lot 2** | | |
| A003 LAT Failure Analysis Report | 1 SET | |
| A005 Radiographic Report and Film | 1 SET | |
| A006 Ammunition Data Card, Provisional | 1 SET | |
| 0001AC (LAT Samples) | 100 EA | |
| 0001AD (LAT Investigative Units) | 3 EA | |
| 0001AM (Deliverable Units) | 400 EA | |
| 0001AN (Deliverable Units) | 30 EA | |
| 0001AP (Deliverable Units) | 24 EA | |
| 0001AQ (Deliverable Units) | 48 EA | |
| 0001AR (Deliverable Units) | 4 EA | |

| | | |
|---|---|---|
| 0001AS (Deliverable Units) | 8 EA | |
| 0001AT (Deliverable Units) | 80 EA | |

(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.

## Section F - Deliveries or Performance

NOTE: The Mark For information is to be noted on the WAWF-RR for each applicable subline item.

CAD/PAD ADDITIONAL NOTES:

a. A WAWF-RR shall be furnished for each lot of test samples shipped.

b. The following data shall be furnished on the WAWF-RR shipping document.

1. Lot Number

2. Lot Size Total (consists of net, test and investigative)

3. Net quantity shipped to consignee

a. Item quantity shipped to consignee

b. Total item quantity shipped to consignee

c. Item quantity due consignee

d. GBL and method of shipment

4. Test units lot size represented by number of test units forwarded for test. (Total test units equals test samples plus investigative or retained samples.)

5. The WAWF-RR shall be marked as applicable, i.e., "First Article Test Sample," "Lot Acceptance Test Sample," "Production M /F Stock and Issue" and/or other mark for (M/F) instructions contained in this section.

**SECTION F - SHIPPING INFORMATION FOR ALL SUBCLINS**

Contractor shall provide the following shipping information listed below for all SubCLINs listed in Section B, no later than 3 days from the actual ship date.

Shipping Information can be provided in Contractor's preferred format to the NAVSUP Contracting POC and AMS POC listed in Section H:

Shipping Company

Tracking Number

Contract Number

SubCLIN

Actual Ship Date

Lot Number

DODIC

Quantity Shipped

WAWF DD250 Number

If available provide: FMS Case Number, GBL Number, Airway Bill

**SECTION F - SHIP IN PLACE**

1. "SHIP IN PLACE" is authorized for FMS items ONLY, upon notification of successfully passed Lot Acceptance Testing and proof that the contractor has applied for GBLs. When shipping instructions are unavailable at the time the units are accepted by the Government, the contractor shall be authorized to ship in place, and upon submission of proper invoice/DD250/WAWF-RR, receive final payment for items shipped. The contractor agrees to store and safeguard the units in bonded storage at no extra cost to the government, while waiting for shipping instructions from the cognizant country representative /freight forwarder. The requirements for "Evidence of Shipment" shall be postponed until receipt of shipping instructions.

2. Shipment shall be made promptly upon receipt of shipping instructions. The shipment shall be moved on DD Form 1149 Requisition and Invoice /Shipping Documents and shall be issued and distributed per the contract showing the actual ship date, GBL#, and correct "ship to" and "mark for".

3. DD1149's shall be provided to the Administrative Points of Contact in Section H within 10 days after shipment.

**SECTION F - REPORT OF SHIPMENT**

The Contractor shall provide an advanced Report of Shipment (REPSHIP) per clause 52.247-68 to the AMS listed in Section H no later than 24 hours prior to the shipment arrival, and for ammunition shipments no later than two hours after shipment departure. Failure to provide a REPSHIP can result in shipments being denied at point of disembarkation and returned to the point of embarkation for reshipment at the contractor's expense. A REPSHIP can be in the contractor's format but shall include at a minimum all the following data:

Contractor shall contact their nearest Defense Contract Management Agency (DCMA) Office for transportation guidance and assistance for all Foreign Military Sales (FMS) deliveries prior to shipment; and ensure that the DCMA provides one information copy of completed Notice of Availability (NOA) including FMS case and requisition numbers by email or mail to:

NAVAIR FMS email: Fms_noa_r.fct@navy.mil (Navy FMS SubCLINs are: 0001AG, 0001AH, 0001AJ, 0001AK, 0001AN, 0001AP, 0001AQ, 0001AR, 0001AT) and the point of contact email for E21 listed under SECTION H - ADMINISTRATIVE POINTS OF CONTACT, number 2.

REPSHIP Data Requirements for Individual Shipments of Hazardous Material (HAZMAT) and Inert Component Parts - Continental United States (CONUS) to CONUS, CONUS to Overseas or From All Overseas Locations

-

FROM: Shipping Activity

To: IHD AMS *(See Section H)*

SUBJ: Report of Shipment (REPSHIP)

1) Shipment Date written as a three-digit day of the year (Julian)

2) Estimated Time of Arrival (ETA) written as a three-digit day of the year (Julian) (Observe Standard Transit Time (STT), if CONUS Truck Shipment and no Required Delivery Date (RDD) identified.

3) Required Delivery Date (RDD) or Delivery Date (DD), if specified.

4) Carrier.

5) Bill of Lading (BL) Number (Notes 1, 2, 3, 4)

6) Military Traffic Expediting-Greater Security (MTX-GS) Service Number (Notes 1, 2, 3)

7) Air Release Number (Notes 1, 2, 3) or for Surface Shipments, Export Traffic Release (ETR) Number and Vessel Name and/or Voyage Document Number

8) Shipment (Cargo) Name (Example: Bombs)

9) Container and Seal Number (if applicable):

    a) Container Transportation Control Number (TCN)

    b) Total Weight of Contents

    c) Rounds, Pieces, Weight, Cube, Condition Code, and Lot Numbers (Note 4)

10) Security Risk Category (SRC), (E.g., Security Risk Category I, II, III, IV, Unclassified, Confidential, Secret, None)

11) Controlled Item Inventory Code (CIIC)

12) Total Net Explosive Weight (NEW)

13) Hazard Classifications

14) Department of Defense Identification Code/Navy Ammunition Logistic Code (DODIC/NALC). (Note 4).

15) Name, address, and phone number of person responsible for information contained in REPSHIP

NOTES:

1. When the conveyance contains more than one shipment unit, repeat the data elements in separately lettered paragraphs for each shipment unit.

2. Cargo for more than one vessel or flight, but shipped to Port of Embarkation (POE) in a single conveyance, is included in a single REPSHIP. When cargo for a single vessel is moved to the Seaport of Embarkation (SPOE) in more than one conveyance, repeat all the data elements as above in separate numbered paragraphs for each conveyance or REPSHIP.

3. A separate REPSHIP is used for each mode of shipment to the POE.

4. Lot number, DODIC and NALC are not mandatory fields. If available, they may be provided in the electronic RESHIP or in the template above. If a CBL is used, the lot number and ammunition condition code should be included in the remarks section. Weapons must be identified on the CBL by each serial number contained within the shipment.

5. DODIC and NALC are codes used specifically for logistic administration and control of ammunition.

**SECTION F - FOREIGN MILITARY SALES (FMS) SHIPMENTS, NOTICE OF AVAILABILTY**

The Cognizant DCMA Transportation Office shall forward copies of the Notice of Availability for all FMS shipments to the activities listed below:

| FMS SubCLINs | Fax and Email Distribution |
|---|---|
| 0001AG<br>0001AK<br>0001AR<br>0001AT | NAVY FMS<br>NAVAIR FMS email: Fms_noa_r.fct@navy.mil<br>and the point of contact email for E21 listed under SECTION H - ADMINISTRATIVE POINTS OF CONTACT, number 2. |

| Line Item | Delivery Schedule | Quantity | Address and POC | Special Handling/Notes |
|---|---|---|---|---|
| 0001AA | Delivery Schedule<br>From date of lead time event to delivery<br>610 Calendar Days<br>Date of Award | 1 Set | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION, EXPLOSIVE DELIVERY 5021 SAFE HAVEN WAY, INDIAN HEAD MD 20640<br>INDIAN HEAD, MD 20640<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Contractor<br>Destination |
| | Delivery Schedule<br>From date of lead time event to delivery<br>300 Calendar Days<br>Date of Award | 1 Set | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION, EXPLOSIVE DELIVERY 5021 SAFE HAVEN WAY, INDIAN HEAD MD 20640<br>INDIAN HEAD, MD 20640<br>UNITED STATES | FoB Details<br>Contractor<br>Destination |

| | | | | |
|---|---|---|---|---|
| | | | Jeffrey Peters, Explosive Scales<br>Email: jeffrey.j.peters14.civ@us.navy.mil<br>Telephone: 301-275-4317 | |
| 0001AB | Additional Descriptive Data:<br><br>Mark For Information:<br><br>Explosive Scales (BLDG 1103/1104)<br><br>ATTN: CAD Test, Code R36<br><br>Condition Code: D<br><br>Ownership Code: 3<br><br>LAC: 5N | | | |
| 0001AC | Delivery Schedule<br>From date of lead time event to delivery<br>600 Calendar Days<br>Date of Award<br>200 Each<br><br>Delivery Schedule<br>From date of lead time event to delivery<br>630 Calendar Days<br>Date of Award<br>0 Each | 200 Each | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION, EXPLOSIVE DELIVERY 5021 SAFE HAVEN WAY, INDIAN HEAD MD 20640<br>INDIAN HEAD, MD 20640<br>UNITED STATES<br><br>Jeffrey Peters, Explosive Scales<br>Email: jeffrey.j.peters14.civ@us.navy.mil<br>Telephone: 301-275-4317 | FoB Details<br>Contractor<br>Destination |
| | Additional Descriptive Data:<br><br>Mark For Information:<br><br>Explosive Scales (BLDG 1103/1104)<br><br>ATTN: CAD Test, Code R36<br><br>Condition Code: D<br><br>Ownership Code: 3<br><br>LAC: 5N | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>600 Calendar Days<br>Date of Award<br>6 Each | 6 Each | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION, EXPLOSIVE DELIVERY 5021 SAFE HAVEN WAY, INDIAN HEAD MD 20640<br>INDIAN HEAD, MD 20640<br>UNITED STATES | FoB Details<br>Contractor<br>Destination |

| | | | | |
|---|---|---|---|---|
| 0001AD | Delivery Schedule<br>From date of lead time event to delivery<br>630 Calendar Days<br>Date of Award<br>0 Each | | Jeffrey Peters, Explosive Scales<br>Email: jeffrey.j.peters14.civ@us.navy.mil<br>Telephone: 301-275-4317 | |
| | Additional Descriptive Data:<br><br>Mark For Information:<br><br>Explosive Scales (BLDG 1103/1104)<br><br>ATTN: CAD Test, Code R36<br><br>Condition Code: D<br><br>Ownership Code: 3<br><br>LAC: 5N | | | |
| 0001AE | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 1,686<br>Each | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION, EXPLOSIVE DELIVERY 5021 SAFE HAVEN WAY, INDIAN HEAD MD 20640<br>INDIAN HEAD, MD 20640<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Mark For Information:<br><br>Explosive Scales (BLDG 1103/1104)<br><br>Navy Stock and Issue, COG 2E<br><br>PANMC FY25 (Other)<br><br>Condition Code: A<br><br>Ownership Code: 5 | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 220 Each | Ship To<br>MAPAC: DATM00<br>CountryCode: AUS<br>JOINT LOGISTCS UNITJOINT -SOUTH OLD BUILDING 0861 JOHN WARD WAY, RAAF BASE AMBERLEY AMBERLEY QLD 4306 AUSTRALIA<br>AMBERLEY<br>AUSTRALIA | FoB Details<br>Government<br>Origin (Shipping Point) |

| | | | | |
|---|---|---|---|---|
| | | | Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | |
| 0001AF | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: DATM00 TAC: M<br><br>SUPP ADD: DXXPAS<br><br>DTS Air Shipment, Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: DATM00 TAC: M<br><br>FMS CASE: AT-P-PAS<br><br>REQN: PATM95-1003-6005 | | | |
| 0001AG | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 4 Each | Ship To<br>MAPAC: PBR007<br>CountryCode: USA<br>MOBILITY UNBOUND<br>45110 OCEAN CT SUITE 110, DOCK 44<br>(ALLTRANSPACK INC.)<br>STERLING, VA 20166<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: PBR007 TAC: 3<br><br>SUPP ADD: PZ7PAN<br><br>NOA IS REQUIRED - USE EX# EX201722025, Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: PBRG00 TAC: M<br><br>FMS CASE: BR-P-PAN<br><br>REQN: PBRG54-2084-6001<br><br>Ownership Code: 8 | | | |

| | | | | |
|---|---|---|---|---|
| 0001AH | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 30 Each | Ship To<br>MAPAC: DDE005<br>CountryCode: USA<br>BLUE WATER SHIPPING US, INC<br>14802 NW 107TH AVENUE SUITE #1, MIAMI, FL 33018<br>MIAMI, FL 33018<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: DDE005 TAC: 2<br><br>SUPP ADD: DZ5GBP<br><br>Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: DDEL00 TAC: M<br><br>FMS CASE: DE-P-GBP<br><br>REQN: PDEL44-3173-6008<br><br>Ownership Code: 8 | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 48 Each | Ship To<br>MAPAC: PKS003<br>CountryCode: USA<br>CJ LOGISTICS HOLDINGS AMERICA CORP.<br>TEL 310 639 3333 EXT 251, 18805 LAUREL PARK ROAD<br>RANCHO DOMINGUEZ, CA 90220<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>SUPP ADD: PZ3SEL<br><br>MAPAC:PKS003 TAC:1 TAC SEQ:2 | | | |

| | |
|---|---|
| 0001AJ | CJ Logistics U.S.A Corporation (LA)<br>18805 S Laurel Park Rd,<br>Rancho Dominguez, CA 90220<br>POC: Dave Chung<br>Phone: 714-494-3681<br>dave.chung@cjlogisticsamerica.com<br>Priority: 06<br>_____<br>Mark For:<br>MAPAC: PKSE00 TAC: M<br>FMS CASE: KS-P-SEL<br>NAVAL SUPPLY CENTER<br>NLC ROK NAVY<br>CHUNGJANG-RO JINHAE-GU<br>CHANGWON-SI, KYUNG-NAM, KOREA JINHAE-GU<br>fmsnlc@korea.kr<br>REQN: PKS025-3024-6002<br>Ownership Code: 8 |

| | | | | |
|---|---|---|---|---|
| 0001AK | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 26 Each | Ship To<br>MAPAC: DNZ006<br>CountryCode: USA<br>CDS AIR FREIGHT INC<br>JPLACE@CDSAIR.COM, T: 7034716125 F: 7037426606<br>STERLING, VA 20166<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br>MAPAC: DNZ006 TAC: 3<br>SUPP ADD: DZ6PAL<br>NOA IS REQUIRED - USE EX# EX2018032001<br>Priority: 6<br>_____ | | | |

| | | | | |
|---|---|---|---|---|
| | Mark For Information:<br><br>MAPAC: DNZB00 TAC: M<br><br>FMS CASE: NZ-P-PAL<br><br>REQN: PNZB55-2250-6001<br><br>Ownership Code: 8 | | | |
| 0001AL | Delivery Schedule<br>From date of lead time event to delivery<br>675 Calendar Days<br>Date of Award | 10 Each | Ship To<br>MAPAC: PSP200<br>CountryCode: ESP<br>SPAIN NAVY FMS<br>MADRID SP, NAS ROTA DODAAC N62863<br>MADRID<br>SPAIN<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: PSP200 TAC: 2<br><br>SUPP ADD: PXXPAO<br><br>DTS AIR SHIPMENT<br><br>NAS ROTA DODAAC: N62863<br><br>Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: PSPR00 TAC: M<br><br>FMS CASE: SP-P-PAO<br><br>REQN: PSPR94-3025-6076<br><br>POC: LT SPN ROBERTO SANZ<br><br>PHONE: +34-956-82-7383<br><br>EMAIL: rsanz@fn.mde.es<br><br>Ownership Code: 8 | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 400 Each | Ship To<br>DoDAAC: N3724E<br>CountryCode: USA<br>NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION EXPLOSIVE DELIVERY, 5021 | FoB Details<br>Government<br>Origin (Shipping Point) |

| | | | | |
|---|---|---|---|---|
| 0001AM | | | SAFE HAVEN WAY<br>INDIAN HEAD MD 20640, MA 20640<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | |
| | Additional Descriptive Data:<br><br>Mark For Information:<br><br>Explosive Scales (BLDG 1103/1104)<br><br>Navy Stock and Issue, COG 2E<br><br>PANMC FY26 (Other)<br><br>Condition Code: A<br><br>Ownership Code: 5 | | | |
| 0001AN | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 30 Each | Ship To<br>MAPAC: DDE005<br>CountryCode: USA<br>BLUE WATER SHIPPING US, INC<br>14802 NW 107TH AVENUE SUITE #1, MIAMI, FL 33018<br>MIAMI, FL 33018<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: DDE005 TAC: 2<br><br>SUPP ADD: DZ5GBP<br><br>Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: DDEL00 TAC: M<br><br>FMS CASE: DE-P-GBP<br><br>REQN: PDEL44-5091-6004<br><br>Ownership Code: 8 | | | |

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|---|---|---|---|---|
| | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 24 Each | Ship To<br>DoDAAC: FY9125<br>CountryCode: USA<br>FY9125 436 APS TRTC<br>CP 302-677-2317, 550 ATLANTIC ST BLDG 550<br>DOVER AFB, DE 19902<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AP | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>DODAAC: FY9125 TAC: 2<br><br>SUPP ADD: DXXSAR<br><br>550 ATLANTIC ST BLDG 550<br><br>DOVER AFB, DE 19902<br><br>ATTN: BRADLEY W. SCHMIDT<br><br>PHONE: 302-677-2304 / BRADLEY.SCHMIDT.1@US.AF.MIL<br><br>DTS AIR SHIPMENT<br><br>PRIORITY: 06<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: DNOF00 TAC: M<br><br>FMS CASE: NO-P-SAR<br><br>BARDUFOSS SIR FOCE BASE<br><br>B-9325 BARDUFOSS NORWAY<br><br>ATTN: ANN CHRISTIN BERGSEN<br><br>PHONE: +47 95 93 18 00<br><br>REQN: PNOF95-5205-6001<br><br>Ownership Code: 8 | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 48 Each | Ship To<br>MAPAC: PKS003<br>CountryCode: USA<br>CJ LOGISTICS HOLDINGS AMERICA CORP.<br>TEL 310 639 3333 EXT 251, 18805 LAUREL PARK ROAD<br>RANCHO DOMINGUEZ, CA 90220<br>UNITED STATES | FoB Details<br>Government<br>Origin (Shipping Point) |

| | | | | |
|---|---|---|---|---|
| | | | Nevin Barber, Acquisition Specailist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | |
| 0001AQ | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: PKS003 TAC:1 TAC SEQ:2<br><br>SUPP ADD: PZ5SEL<br><br>CJ Logistics U.S.A. Corporation (LA)<br><br>18805 S Laurel Park Rd,<br><br>Rancho Dominguez, CA 90220<br><br>POC: Dave Chung<br><br>Phone: 714-494-3681<br><br>David.chung@cjlogisticsamerica.com<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: PKSE00<br><br>FMS CASE: KS-P-SEL<br><br>NAVAL SUPPLY CENTER<br><br>NLC ROK NAVY<br><br>CHUNGJANG-RO JINHAE-GU<br><br>CHANGWON-SI, KYUNG-NAM, KOREA JINHAE-GU<br><br>fmsnlc@korea.kr<br><br>REQN: PKSE45-5094-6001<br><br>Ownership Code: 8 | | | |
| | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 4 Each | Ship To<br>MAPAC: PBR007<br>CountryCode: USA<br>MOBILITY UNBOUND<br>45110 OCEAN CT SUITE 110, DOCK 44<br>(ALLTRANSPACK INC.)<br>STERLING, VA 20166<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |

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|---|---|---|---|---|
| 0001AR | Additional Descriptive Data:<br><br>Additional Ship to Information:<br>MAPAC: PBR007 TAC: 3<br>SUPP ADD: PZ7PAN<br>NOA IS REQUIRED - USE EX# EX201722025, Priority: 6<br>_____<br><br>Mark For Information:<br>MAPAC: PBRG00 TAC: M<br>FMS CASE: BR-P-PAN<br>REQN: PBRG54-3094-6031<br>Ownership Code: 8 | | | |
| 0001AS | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 8 Each | Ship To<br>MAPAC: PSP007<br>CountryCode: USA<br>DSV AIR & SEA INC.<br>DEFENSE WAREHOUSE, 800 FEDERAL BLVD.<br>DOOR 40<br>CARTERET, NJ 07008<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br>MAPAC: PSP007 TAC: 3<br>SUPP ADD: PZ7PAT<br>DTS AIR SHIPMENT<br>Priority: 6<br>_____<br><br>Mark For Information:<br>MAPAC: PSPR00 TAC: M<br>FMS CASE: SP-P-PAT<br>REQN: PSPR94-5034-6017 | | | |

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|---|---|---|---|---|
| | Ownership Code: 8 | | | |
| 0001AT | Delivery Schedule<br>From date of lead time event to delivery<br>705 Calendar Days<br>Date of Award | 80 Each | Ship To<br>MAPAC: PSR005<br>CountryCode: USA<br>NEW YORK FORWARDING SERVICES INC<br>D GUYTON TEL (910)343 8900 EXT 125, FAX (910) 343-8284<br>WILMINGTON, NC 28412-6227<br>UNITED STATES<br><br>Nevin Barber, Acquisition Specialist<br>Email: nevin.l.barber.civ@us.navy.mil<br>Telephone: 301-744-2219 | FoB Details<br>Government<br>Origin (Shipping Point) |
| | Additional Descriptive Data:<br><br>Additional Ship to Information:<br><br>MAPAC: PSR005 TAC: 3<br><br>SUPP ADD: PXXPAB<br><br>NEW YORK FORWARDING SERVICES INC<br><br>D GUYTON TEL (910)343-8284<br><br>249 SHIPYARD BLVD<br><br>WILMINGTON, NC 28412-6227<br><br>Priority: 6<br><br>_____<br><br>Mark For Information:<br><br>MAPAC: PSRU00 TAC: M<br><br>FMS CASE: SR-P-PAB<br><br>NAVAL SUPPLY CENTER JUBAIL<br><br>KING ABDULAZIZ NAVAL BASE<br><br>ROYAL SAUDI NAVAL FORCE<br><br>AL-JUBAIL DAMMAM<br><br>REQN: PSR95-4309-6101<br><br>Ownership Code: 8 | | | |

# Section G - Contract Administration Data

**SECTION G - ACCOUNTING DATA**

Payment Instructions (Per PGI 204.7108 - For Government Use Only)

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

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.231-7000 | Supplemental Cost Principles | Dec 1991 | | |

# Section H - Special Contract Requirements

**SECTION H - ADMINISTRATIVE POINTS OF CONTACT**

1) Inquiries and correspondence directed to the Administrative Point of Contact at NAVSUP should be addressed as follows:

Name: TBD at time of award

Code: N772.#

Phone: ###-###-####

Email: first.last.civ@us.navy.mil

2) Inquiries and correspondence directed to the Acquisition Management Specialist (AMS) should be addressed as follows:

Name: Nevin Barber

Code: E21NB

Phone: 301-744-2219

Email: nevin.l.barber.civ@us.navy.mil

3) If the inquiry involves technical questions, (drawing, specifications, etc.) inquiry should be submitted in accordance with the procurement specification. All telephone inquiries pertaining to technical questions must be confirmed in writing with the above AMS and PCO within 48 hours.

**SECTION H - SPECIAL DISTRIBUTION**

*NOTE 1*: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RR) electronic form is required. See clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

*NOTE 2*: When using WAWF-RR to submit Contract Data Requirements List (CDRL) data and "Not Separately Priced" items, the following information shall be listed in the "Comments" field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped*.

WAWF-RR documents accompanying the shipment are to be attached as follows (Type of Shipment - Location):

Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

**SECTION H - SPECIAL DISTRIBUTION**

KEY:

* = Hard Copy

** = Provisional for LATs Only

S = Include all other shipping Documents

| ADC | WAWF | GBL | Designator / CLIN | Designee and E-Mail Address |
|---|---|---|---|---|
| 1* | 1 | | 0001 | Consignee |
| 1* | 1 | S | 0001 | Contract Administration Office (DCMA) |
| 1* | 1 | S | 0001 | Government Quality Assurance Representative |
| 1* | 1 | S | 0001 | Transportation Office Issuing GBL (Attach to GBL Memorandum Copy) |
| 1*<br>1* | 1 | S | 0001<br>0001 | (NO EXPLOSIVES TO BE SENT TO THIS ADDRESS)<br>NSWC IHD<br>CAD/PAD Department BLDG 1557<br>4393 Benson Road<br>Indian Head MD 20640-5092<br>Code: AMS per Section H<br>Code: E26<br>NSWC_IHEODTD_DMO@NAVY.MIL |
| | 1 | | 0001 | COMMANDER<br>NAVSUP Weapon Systems Support<br>5450 Carlisle Pike BLDG 410<br>PO BOX 2020<br>Mechanicsburg PA 17055-0788<br>ATTN: Contracting Officer per Section H |
| 1* | 1 | | 0001<br>0001 | COMMANDER<br>US Army Munitions & Armaments Command<br>Rock Island IL 61299-6000<br>ATTN: AMSOS-PBQ anne-marie.d.gephart.civ@army.mil |

| | | | | |
|---|---|---|---|---|
| | 1 | | 0001AE, 0001AM | COMMANDER<br>NAVSUP Logistics Operations Center<br>5450 Carlisle Pike<br>PO Box 2011<br>Mechanicsburg PA 17055-7035<br>ATTN: Code N413.12C<br>Lewis.c.ledford2.civ@us.navy.mil |

**SECTION H - MAINTENANCE OF DATA**

The Contractor SHALL maintain all Lot related Data, for a period of twenty (20) years, unless disposal is approved in writing by NSWC IHD, AMS.

# Section I - Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | Jun 2020 | | |
| 52.203-3 | Gratuities. | Apr 1984 | | |
| 52.203-5 | Covenant Against Contingent Fees. | May 2014 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | Jun 2020 | | |
| 52.203-7 | Anti-Kickback Procedures. | Jun 2020 | | |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | May 2014 | | |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | May 2014 | | |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | Jun 2020 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-5 | Material Requirements. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-15 | Defense Priority and Allocation Requirements. | Apr 2008 | | |
| 52.215-2 | Audit and Records-Negotiation. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-8 | Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-9 | Small Business Subcontracting Plan. (Deviation) | Feb 2026 | | |
| 52.219-16 | Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-4 | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | Mar 2026 | | |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.226-7 | Drug-Free Workplace. | May 2024 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.227-1 | Authorization and Consent. | Jun 2020 | | |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement. | Jun 2020 | | |
| 52.229-3 | Federal, State, and Local Taxes. | Feb 2013 | | |
| 52.229-12 | Tax on Certain Foreign Procurements. | Feb 2021 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.232-17 | Interest. | May 2014 | | |
| 52.232-18 | Availability of Funds. | Apr 1984 | | |
| 52.232-23 | Assignment of Claims. | May 2014 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | Feb 2026 | Alternate I | Feb 2026 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.242-5 | Payments to Small Business Subcontractors. | Jan 2017 | | |
| 52.242-13 | Bankruptcy. | Jul 1995 | | |
| 52.243-1 | Changes-Fixed-Price. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-5 | Competition in Subcontracting. | Aug 2024 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.246-23 | Limitation of Liability. | Feb 1997 | | |
| 52.246-26 | Reporting Nonconforming Items. | Aug 2024 | | |
| 52.247-68 | Report of Shipment (REPSHIP). | Feb 2006 | | |

| | | |
|---|---|---|
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price). | Apr 2012 |
| 52.249-8 | Default (Fixed-Price Supply and Service). | Apr 1984 |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | Jan 2023 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7000 | Disclosure of Information. | Oct 2016 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | Apr 1992 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | May 2024 | | |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019 | | |
| 252.219-7996 | Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037) | Feb 2026 | Deviation 2026-O0037 | Feb 2026 |
| 252.225-7001 | Buy American and Balance of Payments Program. | Feb 2024 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7005 | Identification of Expenditures in the United States . | Jun 2005 | | |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. | Dec 2018 | | |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals. | Jan 2023 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings. | Jan 2023 | | |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments. | Apr 2003 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. | May 2024 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.225-7967 | Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1) | Feb 2024 | Deviation 2024-O0006 | Feb 2024 |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023 | | |
| 252.226-7003 | Drug-Free Work Force. | Aug 2024 | | |
| 252.227-7991 | Rights in Bid or Proposal Information. (DEVIATION 2026-O0036) | Feb 2026 | Deviation 2026-O0036 | Feb 2026 |
| 252.227-7996 | Technical Data--Withholding of Payment. (DEVIATION 2026-O0036) | Feb 2026 | Deviation 2026-O0036 | Feb 2026 |
| 252.227-7997 | Validation of Asserted Restrictions. (DEVIATION 2026-O0036) | Feb 2026 | Deviation 2026-O0036 | Feb 2026 |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025) | Feb 2026 | Deviation 2026-O0025 | Feb 2026 |
| 252.243-7001 | Pricing of Contract Modifications. | Dec 1991 | | |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec 2022 | | |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) | Feb 2026 | Deviation 2026-O0015 | Jan 2026 |
| 252.246-7003 | Notification of Potential Safety Issues. | Jan 2023 | | |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System. | Jan 2023 | | |
| 252.246-7008 | Sources of Electronic Parts. | Jan 2023 | | |
| 252.246-7998 | Warranty of Data. (DEVIATION 2026-O0035) | Feb 2026 | Deviation 2026-O0035 | Feb 2026 |

**FAR Clauses Incorporated by Full Text**

**52.209-4 First Article Approval-Government Testing. (Alternate I) (Feb 2026) Alternate I (Jan 1997)**

*Alternate I* (JAN 1997). As prescribed in 9.308-2 (a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

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

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

*Alternate I* (FEB 2026) (DEVIATION 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

| NAICS Code | Small business concern (yes/no) |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[*Contracting Officer to insert NAICS codes.*]

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) (Feb 2026)**

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FEB 2026) (DEVIATION 2026-O0038)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)**

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(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)

**52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)**

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

(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)

**52.232-1 Payments. (Apr 1984)**

PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

**52.232-8 Discounts for Prompt Payment. (Feb 2002)**

DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

**52.232-25 Prompt Payment. (Jan 2017)**

PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of1921 ( 7 U.S.C. 182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ( 16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of1930 ( 7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of1983 ( 7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.,* periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.,* shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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

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

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates*. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

**52.240-91 Security Prohibitions and Exclusions. (Deviation 2026-O0038) (Feb 2026)**

SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026) (DEVIATION 2026-O0038)

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

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S. C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that-

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act-covered foreign entities.

(1) Prohibition. The Contractor is prohibited from-

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act-covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using-

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov /policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov /consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

**52.240-93 Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038) (Feb 2026)**

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (FEB 2026) (DEVIATION 2026-O0038)

(a) Definitions. As used in this clause-

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information-*

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

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

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

Transportation is for the Agency shown in Section H[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

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

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____ ____[Name and address of the contract administration office listed in the contract].

(End of clause)

**52.248-1 Value Engineering. (Deviation 2026-O0038) (Feb 2026)**

VALUE ENGINEERING (FEB 2026) (DEVIATION 2026-O0038)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) *Definitions*.

*Acquisition savings*, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

*Collateral costs* means agency costs of operation, maintenance, logistic support, or Government-furnished property.

*Collateral savings*, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

*Contracting office* includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

*Contractor's development and implementation costs*, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

*Future unit cost reduction*, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

*Government costs*, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

*Instant contract*, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

*Instant unit cost reduction* means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

*Negative instant contract savings* means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

*Net acquisition savings* means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

*Sharing base*, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

*Sharing period*, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

*Unit*, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

*Value engineering change proposal (VECP)* means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided*, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

| Contractor's Share of Net Acquisition Savings (Figure in Percent) | | | | |
|---|---|---|---|---|
| | **Sharing arrangement** | | | |
| **Contract Type** | **Incentive (Voluntary)** | | **Program Requirement (Mandatory)** | |
| | **Instant Contract Rate** | **Concurrent and Future Contract Rate** | **Instant Contract Rate** | **Concurrent and Future Contract Rate** |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | *50 | *50 | 25 | 25 |
| Incentive (fixed-price or cost) (other than award fee) | (**) | *50 | (**) | 25 |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost- | ***25 | ***25 | 15 | 15 |

| | | | | |
|---|---|---|---|---|
| type incentive contracts) | | | | |
| * The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP. | | | | |
| ** Same sharing arrangement as the contract's profit or fee adjustment formula. | | | | |
| *** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP. | | | | |

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses at https://www.acquisition.gov/browse/index/far DFARS Clauses: http://www.acq.osd.mil/dpap/dfars/dfarspgi/current/ ____[Insert one or more Internet addresses]

(End of clause)

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

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

**DFARS Clauses Incorporated by Full Text**

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

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

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

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

"Current" means-

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

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

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

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

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

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

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

(2) With regard to Final CMMC Status-

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

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

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

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

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

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

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

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

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

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

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

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

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

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

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

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

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

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: *CMMC Level 2 (C3PAO)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

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

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

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

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

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

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

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

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

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

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

(f) *Subcontracts*. The Contractor shall-

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

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

(End of clause)

**252.209-7010 Critical Safety Items. (Aug 2011)**

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

(i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) *Identification of critical safety items*. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

---- CLIN 0001

(c) *Heightened quality assurance surveillance*. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

**252.223-7001 Hazard Warning Labels. (Dec 1991)**

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 labelling 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 labelled 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.

| 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)

**252.223-7002 Safety Precautions for Ammunition and Explosives. (Nov 2023)**

SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (NOV 2023)

(a) *Definition*. "Ammunition and explosives," as used in this clause-

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

(i) Bulk,

(ii) Ammunition;

(iii) Rockets;

(iv) Missiles;

(v) Warheads;

(vi) Devices; and

(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system-

(i) Inert components containing no explosives, propellants, or pyrotechnics;

(ii) Flammable liquids;

(iii) Acids;

(iv) Oxidizers;

(v) Powdered metals; or

(vi) Other materials having fire or explosive characteristics.

(b) *Safety requirements*.

(1) The Contractor shall comply with the requirements of DoD Manual 4145.26, DoD Contractors' Safety Manual for Ammunition and Explosives, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) *Noncompliance with the manual.*

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps*. If a mishap involving ammunition or explosives occurs, the Contractor shall-

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety*.

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of-

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance*.

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) *Subcontractors*.

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance--Ammunition and Explosives".

(End of clause)

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives. (Nov 2023)**

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (NOV 2023)

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

"Arms, ammunition, and explosives (AA&E)," means those items within the scope of DoD Manual 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD Manual 5100.76 apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY/ CATEGORY |
|---|---|---|
| M55 ELECTRIC IGNITION ELEMENT | 1377-01-213-6171 | U |

(c) The Contractor shall comply with the requirements of DoD Manual 5100.76, as specified in the statement of work. The edition of DoD Manual 5100.76 in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Counterintelligence and Security Agency (DCSA) and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DCSA field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) *Subcontracts*. The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (Apr 2003)**

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(APR 2003)

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

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

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

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

(1) For sales to the Government(s) of o Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Developed" means--

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

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

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

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

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

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

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

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

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

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

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

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

"Government purpose rights" means the rights to--

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

(B) Computer software or computer software documentation;

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

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

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

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

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

(x) Computer software developed exclusively with Government funds;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) The Contractor acknowledges that--

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

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

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

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

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

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

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

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

(iii) The Contractor acknowledges that--

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

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

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| ___ | ___ | ___ | ___ |

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

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

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

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

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

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

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

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

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

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

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

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

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

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

**GOVERNMENT PURPOSE RIGHTS**

Contract Number ____

Contractor Name ____

Contractor Address ____

Expiration Date ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

**LIMITED RIGHTS**

Contract Number ____

Contractor Name ____

Contractor Address ____

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

(End of legend)

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

**RESTRICTED RIGHTS**

Contract Number ____

Contractor Name ____

Contractor Address ____

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

(End of legend)

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

**SPECIAL LICENSE RIGHTS**

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

(End of legend)

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

(7) *Preexisting data or software markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

# Section J - List of Attachments

# Section K - Representations, Certification, & Other Statements

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

## SECTION L: Proposal Submission: Instructions, Conditions and Notices to Offerors

SECTION L.1 Proposal Submission: Instructions, Conditions, and Notices to Offerors

Introduction: This section contains general proposal submission instructions as well as specific proposal requirements for procurement of the item(s) listed in section B of the schedule.

a) The Government intends to award one firm fixed-price contract to the offeror representing the best value to the Government, considering both non-price and price factors.

b) Offerors are responsible for confirming the Contracting Officer and/or Contract Specialist received their proposal.

The complete proposal, as described in section L.2, and all subsequent amendments shall be submitted electronically no later than the due date and time specified in the solicitation. The Government will not consider proposals submitted by mail or delivered by hand. Offerors shall submit an electronic proposal to the email address listed in section A of the solicitation in one of the following manners:

a) Electronic mail: Each proposal submitted via e-mail should not exceed 10MB. Offerors may send attachments in separate emails to remain within the size limit. Offerors may request acknowledgement to verify receipt of their proposals.

The Government may award without negotiations. As a result, the offeror should submit a proposal that presents its best offer, subject to all terms and conditions.

Offerors should submit all questions no later than one (1) week prior to the initial solicitation closing date. The Government is not required to answer questions received after this date. Unless otherwise stated in an amendment, extensions to the solicitation due date will not extend the date for questions from potential offerors.

SECTION L.2 Proposal Instructions

Offerors shall submit their proposals in accordance with instructions outlined here. Offerors should thoroughly review sections L & M of the solicitation prior to submitting a proposal. Proposals shall be specific, complete, unambiguous, and address each designated factor using only the English language.

The proposal shall communicate the offeror's ability to perform the requirement in a clear and convincing manner. The contractor should not simply restate or repeat the solicitation requirements in the proposal as doing so would add no value for evaluation of the stated criteria. Proposals that do not contain information that sections L and M require risk rejection. The Government intends to award a single contract under this RFP. Clarifications may occur, at the Contracting Officer's discretion, at any time after receipt of proposals through contract award. Contracting Officers are not required to request clarifications from an offeror. If the Contracting Officer conducts clarifications with one or more offerors, it is not required to conduct clarifications with any other offeror in accordance with FAR Part 15.202.

The proposal shall consist of an introductory volume and the following proposal volumes:

L.2.1 Proposal Volumes: One (1) electronic copy of each volume submitted separately as set forth below:

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Volume 1: Introductory Volume

Volume 2: Past Performance Volume

Volume 3: Small Business Participation Volume

Volume 4: Price Volume

Address each evaluation factor in a separate volume as specified above. Offerors shall provide electronic copies in Microsoft Word, Microsoft Excel or Portable Document Format (PDF) format. The Government considers quality of information more important than quantity with attention to clarity, brevity, and logical organization. Passwords must be provided for each password-protected document as the evaluation will not be delayed to obtain passwords.

Separate from the proposal volumes, offerors who are a large business must also submit a small business subcontracting plan, unless an exception applies, or a waiver is granted. Subcontracting plans are assessed for acceptability and may be negotiated if necessary to achieve acceptability.

Alternate proposals are authorized for the areas listed below. Any exception to this solicitation, where an alternate proposal is not authorized may render an offer non-compliant.

1) Minor Variances - See Section C for further information.

2) Minor Engineering Change Proposals (ECPs) - See Section C for further information.

3) Solicitation amendments may also allow other reasons for alternate proposals.

SECTION L.3 Proposal Organization Instructions

Offeror(s) shall organize all information intended for the Government to consider, specific to each volume, within its designated volume. Failure to include requested information in the applicable volume could result in non-consideration. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal volume. Proposals that do not contain the information requested risk the Government's rating of non-compliant.

**Volume 1**: Introductory Volume: offerors' proposals shall remain valid for a minimum of 120 days after the close of the RFP and contain the following:

a) One signed copy of the solicitation (Standard Form 33) to include a completed section K, Representation and Certifications, and acknowledgement of all amendments.

**Volume 2:** Past Performance Factor: The Government considers past performance a predictor of future contract performance. The Government bases its degree of confidence the offeror will complete the requirements in accordance with the contract terms on the offeror's demonstrated record of recent, relevant performance. Each offeror shall submit its past performance information in accordance with the following format:

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Contract Past Performance Examples: Offerors may submit up to four (4) contract examples with its initial proposal representing recent, relevant performance under Government and/or commercial contracts. Offerors should limit examples to those involving its performance as a prime or first tier subcontractor only. The Government is not required to interview any points of contact identified by offerors. The Government reserves the right to use data provided in the Offeror's proposal and data obtained from any other sources of information to evaluate past performance including, but not limited to, the Contractor Performance Assessment Reporting System (CPARS) or the System for Award Management (SAM). The Government does

not assume the duty to search for data to cure any problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

Recent contracts are those that produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation, as well as contracts that continue today. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

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Relevant means performance that demonstrates the offeror's successful performance on current and/or prior efforts involving the same or similar manufacturing and quality assurance processes. Other factors of potential consideration to determine relevance include the degree to which the contracts are comparable with regard to the complexity of the manufacturing processes, size of the production quantities or total dollar value to the solicited effort. In-house performance holds greater relevance and therefore, a greater predictor of success than outsourcing.

The Government determines which information is relevant for evaluation purposes. Offerors are encouraged to highlight those efforts it feels are most similar in scope and magnitude of effort and complexities to the requirements of this solicitation. The past performance information submitted in this volume should include contract descriptions with at least the following information:

-

1. Contract number, award date, total contract dollar value.

2. Item description, nomenclature, national stock number (NSN), part number, quantity, and period of performance.

3. Name and reference point of contact at the Government or commercial entity for where the contract performed.

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The Past Performance Factor consists of three Sub-factors:

-

Sub-factor 1 - Quality: Offeror shall provide evidence of a Quality Management System (QMS) that has minimized defects and implemented procedures for identification, control, corrections, and/or resolution of deficiencies identified in components, assemblies, and the end items.

Sub-factor 2 - Timeliness of Delivery: Offeror shall provide evidence of how it met interim milestones, controlled supplier performance, provided reliable delivery, was responsive to technical direction, and completed work on time.

Sub-factor 3 - Small Business Utilization: Offeror shall provide evidence of its previous efforts to comply with FAR Part 52.219-8 Utilization of Small Business Concerns and FAR Part 52.219-9 Small Business Subcontracting Plan.

**Volume 3:** Small Business Participation Commitment Factor: All offerors shall submit a small business participation commitment document and substantiating documentation to demonstrate how the offeror will meet these requirements. As required by DFARS Part 215.304, small business participation is an evaluation factor in this acquisition. Small business participation is evaluated to support the Government policy that small businesses be provided maximum practicable opportunities in Government acquisitions.

This section applies to all offerors (small businesses and other than small businesses) (including comprehensive subcontracting plan program participants and commercial subcontracting plan holders). This is NOT an assessment of a small business subcontracting plan in accordance with FAR Part 19.109. At a minimum, the following information shall be included in the small business participation commitment document:

- Goals for each socioeconomic category shown in the chart below, expressed as dollars and percentages of total contract value for small business concerns and each subcategory of small business.

- The small business concerns as defined in FAR Part 19 that are to be used in the proposed approach to satisfying the requirements of this solicitation and the nature of the commitment with the small business concern (i.e., letter of commitment, joint ventures, mentor protege agreements, others).

Offerors may use the table/format below in proposing this volume or use their own format so long as the proposed volume meets the minimum requirements stated above.

| **Business Category** | **Dollar Value** | **% of Total Contract Value** |
|---|---|---|
| Total Proposed Contract Value - Prime Offer | $_____ | %_____ |
| Total Small Business | $_____ | %_____ |
| Small Disadvantaged Business | $_____ | %_____ |
| Woman-Owned Small Business | $_____ | %_____ |
| HUBZone Small Business | $_____ | %_____ |
| Veteran-Owned Small Business | $_____ | %_____ |
| Service-Disabled Veteran-Owned Small Business | $_____ | %_____ |

| **Company Name** | **Small Business Category(ies) (SB, WOSB, SDV, HUBZone, VOSB, SDVOSB)** | **Product(s)/Services(s) to be Provided, including type & variety of work** | **NAICS** | **Nature of Commitment** |
|---|---|---|---|---|
| | | | | |
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While this strategy is separate from the small business subcontracting plan, it shall be consistent with the small business subcontracting plan, if such a plan is required.

Small Business Subcontracting Plan - Companies that are other than small business concerns shall provide a small business subcontracting plan conforming to the requirements of FAR Clause 52.219-9, small business subcontracting plan, which is separate from the small business participation commitment factor. Subcontracting plans shall reflect and be consistent with the commitments offered in the small business participation strategy.

**Volume 4:** Price Factor:

Proposed unit prices are limited to two decimal places. Offeror(s) shall provide a completed copy of section B with unit prices and total subline item pricing for both a contract requirement with First Article Testing (FAT) deliverable units and without FAT deliverable units. Failure to do so may cause the Government to reject the offer.

The awarded contract may require FAT:

a. The Government is responsible for FAT under this contract. The Contracting Officer may waive this requirement if the offeror shipped and the Government accepted identical or similar supplies in performance of a prior contract. The Government considers the cost to perform testing during offer evaluations. The Government adds test cost to each offer that requires first article testing. The estimated FAT cost the Government uses for evaluation purposes is $56,000.00.

b. Offerors may identify these identical or similar supplies by the contract number, agency, NSN, contract award date, and contract delivery date to support a FAT waiver.

| CONTRACT AGENCY | NSN | CONTRACT NUMBER | AWARD DATE | DELIVERY DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

If the Government receives only one offer, the offeror will comply with DFA

**FAR Clauses Incorporated by Full Text**

**52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)**

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 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box*.]

(End of provision)

**52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)**

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(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 provision)

# Section M - Evaluation Factors for Award

## SECTION M: Evaluation Factors for Award

SECTION M.1 - Basis for Award: Evaluation Factors for Award (Section M)

The Government will perform an initial assessment of the offerors' proposals against the submittal requirements of section L. Failure to submit the required documentation in the format specified in Section L of this solicitation may render the offeror's proposal unevaluable and the proposal will be eliminated from the competition without further consideration. The Government will evaluate proposals submitted in accordance with this section and will make a determination considering the following factors: past performance, small business, and price. Based upon limited competition among offerors, the Government will award the contract to the offeror that demonstrates the best value to the Government.

The Government intends to award a single contract to the offeror that communicates the best value in its proposal. The tradeoff determination seeks to identify each proposal's relative strengths, weaknesses, and risks. This means the Government may award the contract to an offeror that does not offer the lowest price. The selection decision will consider an evaluation of the factors indicated above using an adjectival rating system that grades an offeror's non-price factors. Price will be evaluated for reasonableness but not adjectivally rated.

The Government will evaluate each proposal strictly in accordance with section M. Selection of the successful offeror follows an assessment of each proposal against the solicitation requirements and the cited evaluation criteria. Section L of the solicitation contains criteria to review and assess information provided by the offerors in response to information sought. Clarifications may occur, at the Contracting Officer's discretion, at any time after receipt of proposals through contract award. Contracting Officers are not required to request clarifications from an offeror. If the Contracting Officer conducts clarifications with one or more offerors, it is not required to conduct clarifications with any other offeror in accordance with FAR Part 15.202.

Responsibility: Pursuant to FAR Part 9.103, the Contracting Officer will award only to a contractor deemed a responsible contractor. Separate from the best value source selection criteria, each Offeror must be able to demonstrate it meets the standards of responsibility set forth in FAR Part 9.104-1.

a) The Government reserves the right to conduct a pre-award survey on any offerors considered for award, to assist in the Contracting Officers determination of contractor responsibility. The Contracting Officer may also either make a responsibility determination without requesting any information from an offeror or require the offeror provide information to substantiate that it satisfies the general responsibility standards of FAR Part 9.104-1. The Contracting Officer considers an offeror's ability to respond to request(s) for information promptly as an indication of the offeror's level of responsibility.

b) Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance databases, discussions with other entities familiar with the offeror) or to use any other technique described in FAR Part 9.1 when determining whether the offeror satisfies the FAR Part 9.104-1 general responsibility standards.

**Tradeoff Evaluation Standard Definitions**

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| Term | Definition |
|---|---|
| Risk | The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. |
| Strength | An aspect of a proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantages to the Government during contract performance. |

| | |
|---|---|
| Weakness | A flaw in the proposal that increases the risk of unsuccessful contract performance. |
| Deficiency | A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. |

SECTION M.2 - Order of Importance

All evaluation factors other than price, when combined, are significantly more important than cost or price. Within the past performance factor, all subfactors are approximately equal. Past performance is significantly more important than small business participation.

The Government reserves the right to make the award to an offeror other than the offeror that submits the lowest overall evaluated price, using a best value trade-off analysis method of procurement. Offerors must receive a rating of at least limited confidence in past performance to be eligible for award.

Evaluation Factors and Sub-factors:

The Government intends to award the responsible Offeror that proposes the best value to the Government, based on the evaluation of these factors and sub-factors:

- Past Performance Factor
  - Sub-Factor 1: Quality
  - Sub-Factor 2: Timeliness of Delivery
  - Sub-Factor 3: Small Business Utilization
- Small Business Participation Factor
- Price Factor

The Government will find offerors that do not propose on all the above factors non-compliant and may remove them from the competitive range and /or not rate the proposal. Offerors will submit in accordance with Section L.

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SECTION M.3 - Evaluation Factors

The purpose of the proposal evaluation is to ensure competitive proposals are examined impartially and comprehensively. The evaluators may verify any statements and representations made in the offeror's proposal. Each proposal will be evaluated in accordance with the criteria set forth below.

**Volume 1:** Introductory Volume: Offerors' proposals shall remain valid for a minimum of 120 days after the close of the RFP and be in compliance with the submission instructions provided in section L.

**Volume 2:** Past Performance Factor Evaluation: The Government considers past performance information a predictor of future contract performance. The Government bases its degree of confidence it has the Offeror will successfully complete the requirements in accordance with the contract terms

on the Offeror's demonstrated record of recent and relevant performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. Assessment of the offeror's past performance translates a means of evaluating the relative capability of the offeror(s) to achieve the RFP requirements.

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The Government may consider the currency, degree of relevance, source and context of the past performance information it evaluates as well as general trends in performance and demonstrated corrective actions. A significant achievement, problem, problem resolution, or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in a lower past performance confidence assessment rating.

Absent any recent and relevant past performance history, the Government assigns an unknown confidence (neutral) past performance rating to the offeror. Without past performance information, the Government does not consider the offeror's past performance favorably or unfavorably.

The Government may use information obtained from other sources to conduct past performance evaluation, or it may use information with regard to other contracts performed by the offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the offeror.

The Government will rate each offeror on its recent and relevant contractual information. The definitions for recent and relevant are provided in section L of the solicitation. The Government will assign recent and relevant ratings in accordance with the below tables.

**Recent Ratings:**

Determination of recent contract examples in regards to the past performance factor information will be determined as follows:

| **Adjectival Rating** | **Description** |
|---|---|
| Recent | Recent contracts are those that produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation, as well as contracts that continue today. The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award. |
| Not Recent | Not Recent contracts are those that have not produced deliverables under prime contracts, task orders, delivery orders, subcontracts, within three (3) years prior to issuance of this solicitation. |

Only information determined to be recent by meeting the standard for recent as defined in section L and in the chart above, will be further considered in the past performance evaluation.

**Relevancy Ratings:**

Relevancy of the past performance information will be determined as follows:

| | |
|---|---|

| Adjectival Rating | Description |
|---|---|
| Very Relevant | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| Relevant | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| Somewhat Relevant | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| Not Relevant | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

Only information determined to be very relevant, relevant, or somewhat relevant and meeting the standard for recent as defined in section L will be further considered in the past performance evaluation.

**Performance Confidence Assessment:**

The Government will assess how well the offeror performed on recent, relevant contracting efforts. The Government may use information presented in the offeror's past performance proposal volume in addition to information independently obtained from outside sources, to include assessment reports, databases, interviews, and other sources. Sub-factor evaluation uses an overall past performance factor rating assigned from the table below based on the individual sub-factor ratings and findings. If any past performance sub-factor receives a no confidence rating, the overall factor rating will be no confidence.

| Adjectival Rating | Description |
|---|---|
| Substantial Confidence | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |
| Neutral Confidence | No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.<br><br>The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| Limited Confidence | Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. |
| No Confidence | Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. |

The Government may use additional, external sources to evaluate past performance. These sources include, but are not limited to, CPARS, SAM.gov, or other databases; interviews with Program Managers, Contracting Officers, and the Defense Contract Management Agency. The Government also has the right to consider information regarding an offeror's past performance up to date of award. It is the responsibility of the offeror to provide complete past performance information and thorough explanations as required by section L. The Government is not obligated to make another request for the required information.

Merely having problems does not automatically equate to a no confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems. The Offeror is required to demonstrate management actions employed in overcoming any problems and the effects of those actions, in terms of improvements achieved or problems rectified, clearly.

The past performance evaluation consists of three sub-factors:

Sub-factor 1 - Quality: The offeror demonstrates evidence of a QMS that has effectively minimized defects and implemented procedures for identification, control, corrections, and/or resolution of deficiencies identified in components, assemblies, and the end items for recent and relevant efforts.

Sub-factor 2 - Timeliness of Delivery: The offeror provides clear evidence of how it met interim milestones, controlled supplier performance, provided reliable delivery, was responsive to technical direction, and completed work on time for recent and relevant efforts.

Sub-Factor 3 - Small Business Utilization: The offeror provides evidence of how its efforts to comply with FAR Part 52.219-8 Utilization of Small Business Concerns and FAR Part 52.219-9 Small Business Subcontracting Plan have enhanced opportunities for small business and enabled the offeror to meet or exceed their small business subcontracting goals. Evaluation may include the following: reporting of small business performance in the CPARS, achievement of subcontracting goals and timely Subcontracting Plan Reporting (SPR) at SAM.gov.

**Volume 3:** Small Business Participation Commitment Factor Evaluation: As required by DFARS Part 215.304, small business participation is an evaluation factor in this acquisition. The small business participation factor contains no subfactors.

The Government will evaluate the degree to which the offeror's small business participation plan demonstrates the offeror's commitment to maximizing opportunities for small businesses. Small businesses can claim their own self-performance as part of the small business percentage. Each offeror's proposal shall include the information requested in section L. The Government will assess the offeror's planned approach for subcontracting with small business concerns. The Government is seeking to determine whether the offeror has demonstrated a good faith effort to use the various small business concerns in the various socioeconomic sectors for the work that it does not intend to perform as the prime contractor. The Government will evaluate the following to determine the offerors approach and commitment to maximizing opportunities for small business:

i. Extent of participation of small business firms in terms of total contract value.

ii. Extent to which small business firms as defined in FAR Part 19, are specifically identified in proposals.

iii. Extent to which offerors demonstrate commitment to use such firms

iv. Identification of the complexity and variety of work to be performed by small business firms

The Government will develop one overall small business participation rating for the offeror based on the evaluation criteria described above and using the small business participation table provided below:

| **Small Business Participation Rating Table** | | |
|---|---|---|
| Color Rating | Adjectival Rating | Description |
| **Blue** | Outstanding | Proposal indicates an exceptional approach and commitment to maximizing small business participation. |
| **Purple** | Good | Proposal indicates a thorough approach and commitment to maximizing small business participation. |
| **Green** | Acceptable | Proposal indicates an adequate approach and commitment to maximizing small business participation. |
| **Yellow** | Marginal | Proposal has not demonstrated an adequate and commitment to maximizing small business participation. |
| **Red** | Unacceptable | Proposal does not demonstrate a commitment to maximizing small business participation |

**Volume 4:** Price Factor Evaluation

The Government will evaluate the price of all proposals but will not use an adjectival rating to rate offerors. The FAR requires the Government award contracts at fair and reasonable prices.

- Evaluation of price will be performed using one or more of the price analysis techniques in FAR Part 15.404-1(b). Through these techniques the Government will determine whether prices are reasonable, complete and balanced.

- All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced (FAR Part 15.404-6(b)). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Offers may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government.

- In accordance with DFARS Clause 252.215-7992, the Government reserves the right to require Certified Cost, Certified Pricing Data, or data other than certified cost and pricing data in the event this solicitation garners only one offer.

a. The Government is responsible for FAT under this contract. Offerors are required, pursuant to Section L, to provide a completed copy of section B with unit prices and total subline item pricing for both a contract requirement with First Article Testing (FAT) deliverable units and without FAT deliverable units. The Contracting Officer may waive the FAT requirement if the offeror shipped and the Government accepted identical or similar supplies in performance of a prior contract. If the Contracting Officer waives the FAT requirement, the Offeror's unit price used for evaluation purposes shall be the Offeror's Section B unit pricing without FAT deliverable units. If the contracting officer does not waive FAT, the Offeror's unit price used for evaluation purposes shall be the Offeror's Section B unit pricing with FAT deliverable units.

b. The Government will evaluate offers according to this formula: unit price x quantity + FAT evaluation, if the Government requires FAT for an eligible offeror. This does not affect the Government's ability to require FAT during contract performance.

This source selection will be conducted in accordance with the FAR, DFARS, NMCARS, internal NAVSUP guidance and procedures as well as any other applicable regulation or policy. These regulations and procedures provide for checks, balances and independent evaluation of proposals to ensure integrity is maintained throughout the process. Offerors are encouraged to consult the regulations and guidance online. The following is a broad overview of the evaluation process:

Initial Proposals: The Government will open and distribute the proposal volumes. The Government will determine whether offerors have proposed in accordance with the requirements in Section L. The Government will evaluate each proposal independently against the evaluation factors. The Government may elect to make award based on initial proposals; however, the Government reserves the right to enter into negotiations.

Negotiations: If negotiations are applicable, the Government will advise all offerors selected to participate in negotiations to address their deficiencies, significant weaknesses, and may further negotiate other areas of risk in their offer. Offerors selected to participate in negotiations shall be offered a reasonable opportunity to correct or resolve these areas. The Government may also authorize all offerors selected to participate in negotiations to submit price, or other revisions to their offer that may result from the negotiations.

Proposal Revision: At the conclusion of negotiations, if an offeror has not been eliminated from the competitive range, the Government will request that offerors submit their proposal revision in writing. The Government will then consider any revisions and/or additional data provided as a result of negotiations to determine the best value proposal to the Government. The evaluation criteria in section M shall continue to be the basis for evaluation of the FPRs.

Notifications: The Government will provide any notification required during the evaluation process in accordance with FAR Part 15.206-1.