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-A5

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	W912CH26BA003	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	30 JUN 2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES STANLEY BIERNACKI, EMAIL: STANLEY.R.BIERNACKI.CIV@ARMY.MIL TELEPHONE: 571-588-9024	W912CH	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 01:00 PM *(Hour)* local time 27 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	
	STANLEY BIERNACKI	571	588-9024		STANLEY.R.BIERNACKI.CIV@ARMY.MIL

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			
			[ ]		

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: [ ] 10 U.S.C. 3204(a) [ ] 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

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

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

Section A - Solicitation/Contract Form

Instrument Name: Pintle Mount Assembly

Product Service Code : 1005

A.1. DESCRIPTION OF ACTION

(a) This Invitation for Bids (IFB) is intended to result in the award of a single five-year Firm-Fixed-Price (FFP) Indefinite-Delivery Indefinite-Quantity (IDIQ) contract for the Pintle Mount Assembly, National Stock Number (NSN): 1005-01-461-2656, Part Number: 12986102. An IDIQ contract is a type of Indefinite-Delivery contract that provides for an indefinite quantity, within stated limits, during a fixed period. The quantities specified in the Schedule are estimates only and are not purchased by the resulting contract. Please see Revolutionary FAR Overhaul (RFO) 52.216-22: Indefinite Quantity for additional information.

(b) This IFB is a competitive 8(a) set-aside in accordance with RFO 19.108-7.

(c) There is a Technical Data Package (TDP) associated with this procurement. The TDP is distribution statement "D", which limits access to Department of War (DoW) and U.S. DoW contractors only. Please see Section C.1. TDP Information for instructions on how to access this data. **Bidders must access the TDP prior to submitting a bid or the bid submission will be rejected**.

(d) Bidders are advised to carefully read and understand this entire IFB, including Sections L and M, prior to submitting a bid for evaluation. **The Government will evaluate bids without discussions/negotiations and does not assume the duty to search for data to cure problems it finds in any bid**. Therefore, all information necessary for the review and evaluation of a bid is to be contained within the bid submission.

(e) Bidders must complete all necessary fill-ins and representations throughout this IFB, including but not limited to:

(1) Standard Form 33 (IFB Cover Page): Blocks 13 through 18;

(2) Section B: The unit prices and dollar amounts requested for CLINs 0011, 0012, 0013, 0014, 0015, and 0016;

(3) Section E: E.6. Inspection and Acceptance Points;

(4) Section F: F.1. Time of Delivery;

(5) Section K: RFO 52.209-13 - Violation of Arms Control Treaties or Agreements - Certification;

(6) Section K: RFO 52.214-14 - Place of Performance - Sealed Bidding;

(7) Section K: RFO 52.225-18 - Place of Manufacture;

(8) Section K: RFO 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation; and

(9) Section M: RFO 52.219-2 - Equal Low Bids

Failure to complete all required fill-ins and representations may result in the rejection of a bid.

(f) Bidders shall acknowledge receipt of all IFB amendments by the date and time indicated for receipt of bids. If this IFB is amended, all terms and conditions not modified remain unchanged. Please see Section A.5. Acknowledgement of Amendments and RFO 52.214-3: Amendments to IFBs for additional information.

(g) All bids received in response to this IFB shall be valid for a minimum of **120 calendar days**. Please see RFO 52.214-16: Minimum Bid Acceptance Period for additional information.

(h) Bid opening will be held with all Bidders and shall commence on Thursday, 30-Jul-2026 at 1:00 p.m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via email, after IFB close and at least 24 hours prior to bid opening, to receive this information:

Stanley Biernacki

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: stanley.r.biernacki.civ@army.mil

-and-

Mark Hilson

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: mark.d.hilson.civ@army.mil

A.2. IFB STRUCTURE

(a) NAICS. The Government will utilize North American Industry Classification System (NAICS) code 332994 - Small Arms, Ordnance, and Ordnance Accessories Manufacturing for this procurement. Failure to register via the System for Award Management (SAM) website for this NAICS code, prior to submitting a bid in response to this IFB, may preclude your firm from

receiving an award. Bidders should be aware of how U.S. small business concerns are defined in RFO Part 19, RFO DFARS Part 219, and 13 CFR 121 Small Business Size Regulations. Bidders are advised to review 13 CFR 121.103, "How does SBA determine affiliation?", if applicable to this IFB.

(b) Ordering Periods. There will be five, one-year ordering periods beginning the date of contract award.

(c) Delivery Orders.

(1) Future delivery orders will be awarded pursuant to RFO 52.216-18: Ordering, RFO 52.216-19: Order Limitations, RFO 52.216-22: Indefinite Quantity, and Section B of this IFB.

(2) Minimum Guaranteed Quantity. The minimum quantity of supplies the Government will acquire under the resulting contract is 144 EA. The Government will satisfy this minimum requirement by issuing the first delivery order for at least the stated minimum at time of contract award. **The Government is not obligated to purchase any additional quantities beyond the minimum guaranteed quantity**.

(3) Maximum Quantity. The maximum quantity of supplies that the Government may acquire under the resulting contract is 3,600 EA.

A.3. ELECTRONIC CONTRACTING

(a) All Army Contracting Command - Detroit Arsenal IFBs will be publicized on the SAM website:

https://www.SAM.gov

Any additional attachments, including the TDP(s) when available electronically, will be separate attachments or links embedded in the IFB.

(b) Interested Bidders shall submit a completed IFB, including the Standard Form 33, via email with the subject line "IFB Submission - W912CH-26-B-A003 (Contractor Name)" to the following personnel:

Stanley Biernacki

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: stanley.r.biernacki.civ@army.mil

-and-

Mark Hilson

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: mark.d.hilson.civ@army.mil

Once a bid is received, the Contract Specialist will reply to the respective Bidder indicating receipt of the submission. NOTE: FAX, HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

(c) Please pay close attention to the Issued By block on the cover page of this IFB for a closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with RFO 52.214-7: Late Submissions, Modifications, and Withdrawals of Bids, Bidders are responsible for submitting bids, and any revisions/modifications, so as to be received by the Government office designated in the IFB by the date and time specified.

(d) It is the Bidder's responsibility to ensure its bid is received by the date and time specified on the cover page of this IFB. In accordance with RFO 52.214-7: Late Submissions, Modifications, and Withdrawals of Bids, if the bid was not received at the initial point of entry to the Government infrastructure (in this case, received via email) by the exact date and time specified on the cover page of this IFB, it will be determined late. Bid is defined to mean ALL volumes or parts required by the IFB are included in the electronic submission.

Note: There is no "expected" or "target" length of time for bid submission; size and content may be factors, therefore Bidders are strongly cautioned when submitting bids to allow adequate time for submission.

(e) IFBs may remain posted on SAM.gov after the IFB closing date. If the response deadline has passed for the IFB, vendors will no longer be able to submit electronic responses.

(f) Any award issued as a result of this IFB will be distributed electronically. In the event of a Freedom of Information Act (FOIA) request for a copy of any award issued as a result of this IFB, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price(s). This is the notice required by Executive Order 12600 (June 23, 1987) of the Government's intention to release unit prices in response to any request under FOIA, 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include cost or pricing data /information. If a Bidder objects to such release in the base contract or contract modifications, the Bidder must notify the Contracting Officer in writing prior to the closing date identified in this IFB and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on the rationale given.

(g) All questions pertaining to this IFB shall be submitted via email to the following personnel by Wednesday, 15-Jul-2026 at 4:30 p.m. local time (Warren, MI):

Stanley Biernacki

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: stanley.r.biernacki.civ@army.mil

-and-

Mark Hilson

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: mark.d.hilson.civ@army.mil

Responses will be furnished via a Q&A log posting to SAM.gov or as an IFB amendment, if the information is necessary in submitting bids or if the lack thereof would be prejudicial to other prospective Bidders. Please see RFO 52.214-6: Explanation to Prospective Bidders for additional information. The Government will review all questions received but is not obligated to answer questions submitted after the date/time noted above, prior to IFB close.

(h) For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website to locate a regional center at:

http://www.aptac-us.org

A.4. ALL OR NONE

(a) Bids in response to this IFB must be submitted for the total quantity of items identified in the IFB:

(1) Only one award will be made as a result of this IFB.

(2) Bids submitted for less than the total quantities of all the items in this IFB **will be deemed nonresponsive**.

A.5. ACKNOWLEDGEMENT OF AMENDMENTS

(a) Acknowledge all Government-issued IFB amendments by identifying the amendment number and its issue date below:

Amendment Number: Date:

_____ _____

_____ _____

_____ _____

_____ _____

A.6. ARMY CONTRACTING COMMAND - DETROIT ARSENAL OMBUDSPERSON

(a) Information regarding the Ombudsperson for this contract is located at the following website:

https://tacom.army.mil/ombudsperson

Note: Website is best viewed using Google Chrome or Microsoft Edge.

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

(a) This IFB and the resulting contract contain technical data whose export is restricted by the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25 and DoD Instruction 2040.02. THIS ALSO APPLIES TO DISTRIBUTION OF THE TDP TO ALL SUBCONTRACTORS AT EVERY LEVEL.

(b) To be eligible to gain access to this export controlled TDP (via SAM.gov) a Bidder must have a current DD 2345, "Militarily Critical Technical Data Agreement" certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at:

http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx

Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, a Bidder may request the TDP in accordance with Section C.1. Technical Data Package Information.

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

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

*** END OF NARRATIVE ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

The numbering system used in the four-digit Contract Line Item Numbers (CLINs) below is as follows:

The first-three digits signify the item and the fourth (last) digit signifies the applicable ordering year (e.g., CLIN 0011 is for the first item - first ordering year, CLIN 0012 is for the first item - second ordering year, etc.). The final line item(s) associated with each part, such as the First Article Test Report (FATR), technical manuals, services, or training (when applicable) become the last item number in the numerical sequence for each item (e.g., CLIN 0016 for a five-year long-term contract).

The following definitions apply to this solicitation and the resulting contract:

- **First Ordering Year of the Contract** is the date of award plus 364 days.
- **Second Ordering Year of the Contract** is 365 days through 729 days after contract award.
- **Third Ordering Year of the Contract** is 730 days through 1,094 days after contract award.
- **Fourth Ordering Year of the Contract** is 1,095 days through 1,459 days after contract award.
- **Fifth Ordering Year of the Contract** is 1,460 days through 1,824 days after contract award.

Note: The price applicable to an individual order is the price for the ordering year in which the order is issued. The delivery date does not determine the ordering year.

The following information applies to CLINs 0011 through 0015:

- **Five-year Minimum Quantity**: 144 EA *(This will be ordered at time of base contract award.)*
- **Five-year Maximum Quantity**: 3,600 EA

Note: Only the five-year minimum quantity is guaranteed.

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0011	First Ordering Year	576	Each		

	National Stock Number: 1005014612656 Product Service Code: 1005 North American Industry Classification System (NAICS): 332994 Drawing Number: 12986102:19200 Pricing Arrangement: Firm Fixed Price				
0012	Second Ordering Year National Stock Number: 1005014612656 Product Service Code: 1005 North American Industry Classification System (NAICS): 332994 Drawing Number: 12986102:19200 Pricing Arrangement: Firm Fixed Price	576	Each		
0013	Third Ordering Year National Stock Number: 1005-01-461-2656 Product Service Code: 1005 North American Industry Classification System (NAICS): 332994 Drawing Number: 12986102:19200 Pricing Arrangement: Firm Fixed Price	576	Each		
0014	Fourth Ordering Year National Stock Number: 1005014612656 Product Service Code: 1005 North American Industry Classification System (NAICS): 332994 Drawing Number: 12986102:19200 Pricing Arrangement: Firm Fixed Price	576	Each		
0015	Fifth Ordering Year National Stock Number: 1005014612656 Product Service Code: 1005 North American Industry Classification System (NAICS): 332994 Drawing Number: 12986102:19200 Pricing Arrangement: Firm Fixed Price	576	Each		

0016	First Article Test Report Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Lot		

Additional Descriptive Data:

First Article Test Report (FATR), pursuant to the requirements listed in:

Section E

- E.1.: First Article Test - Contractor Testing
- E.6.: Inspection and Acceptance Points

Section I

- RFO 52.209-3: First Article Approval - Contractor Testing (Alternate I)

Section J

- Exhibit A, DD Form 1423 - Contract Data Requirements List, A005

PLEASE NOTE:

All bidders shall identify a dollar amount for CLIN 0016, even when requesting a first article waiver in accordance with E.2. Provision for Waiver of Required First Article Approval - Sealed Bidding. **Failure to separately identify a FATR dollar amount shall mean that the bidder will provide FATR at no additional cost to the Government, and the bid will be evaluated accordingly**.

9000	Contract Data Requirements List (NSP) Product Service Code: R425 Pricing Arrangement: Firm Fixed Price	1	Lot		

Additional Descriptive Data:

Not Separately Priced (NSP)

Please see Section J, Exhibit A, DD Form 1423 - Contract Data Requirements List for a complete list of data items associated with this solicitation and the resulting contract.

	PLEASE NOTE: All bidders are instructed to **not** enter a unit price and/or dollar amount for CLIN 9000. If a bidder identifies a unit price and/or dollar amount, the Government will not consider this information in its evaluation. Please see Section M.1(a)(3) for additional details.

Section C - Description/Specifications/Statement of Work

C.1. TECHNICAL DATA PACKAGE INFORMATION

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

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

[_X_] 2. The TDP for this IFB resides within the System for Award Management (SAM) posting associated with the following solicitation number:

W912CH-26-B-A003

ATTACHMENT 0001: ARMY PACKAGE 12986102

To access this data through SAM:

a. Log on to the SAM website: https://www.SAM.gov

b. Search for the solicitation number

c. Click on the attachment you would like to view

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

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

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

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

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

e. If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist at Army Contract Command Detroit Arsenal with all the information

needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

f. If multiple individuals in the contractor's organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to:

https://www.SAM.gov

The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

g. It is strongly suggested that contractors submit the explicit access request and provide the buyer with the completed "Use and Non-Disclosure Agreement" at the same time if the IFB requires both to gain access to view the TDP.

C.2. REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

(a) The Contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

(b) The Contractor will receive a copy of the SOP/Plan (Attachment 0002) at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

(c) The Contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.3. OPSEC TRAINING REQUIREMENT

(a) Per AR 530-1, Operations Security, new Contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at:

https://securityawareness.usalearning.gov/opsec/index.htm

(b) The Contractor shall maintain the training certificates/proof of completion and make them available to the Contracting Officer's Representative (COR) or Procuring Contracting Officer (PCO) upon request.

C.4. CONTROLLED UNCLASSIFIED INFORMATION GUIDELINES

(a) The Contractor will be required to handle, access, or store Controlled Unclassified Information (CUI), legacy U//FOUO, and/or other technical data and is subject to the guidelines contained within Attachment 0003: Additional Guidelines for CUI.

C.5. THREAT AWARENESS REPORTING PROGRAM

(a) All Contractor employees with security clearances working on any Army contract must receive annual TARP training by a Counter Intelligence (CI) agent, or other authorized designated training method, per Army Regulation 381-12, para. 2-4b, Threat Awareness and Reporting Program (TARP). The in-person training is the preferred method, and is available by contacting the local CI Office to arrange for the conduct of training.

(b) The Contractor shall contact the CI Office within (30) days of contract award to schedule TARP training. Once training is complete, the Contractor shall maintain the training certificates/proof of completion and make them available to the Contracting Officer's Representative (COR) or Procuring Contracting Officer (PCO) upon request.

(c) The Contractor shall contact the CI Office to schedule training for any new employee whose performance commences after award, and who did not attend the initial TARP training session. Upon completion of the TARP training, certification/proof of completion shall be provided as required in paragraph (b).In special circumstances (on deployments or in remote locations) when in-person training is not available, TARP computer based training (CBT), which has been approved by Deputy Chief of Staff (DCS), G-2, is the only authorized online training method permitted. This alternate CBT training is only authorized in special circumstances with written approval obtained from the PCO. Upon receipt of the necessary written approval, contractor employees possessing an Army Knowledge Online (AKO) account and password or a Common Access Card can register and complete the online TARP training course by utilizing the Army Learning Management System (ALMS) at: www.lms.army.mil.

C.6. CONFIGURATION MANAGEMENT DOCUMENTATION

The Contractor may submit Engineering Change Proposals (ECPs), Requests for Variance (RFVs), and Notices of Revision (NORs) for the requirements in the Government-provided Technical Data Package (TDP).

a. The Configuration Change Management section of SAE EIA-649-1(current revision) Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for configuration control of material with the following exclusions: paragraph 3.3(3); the second sentence of paragraph 3.3.1.8.1(1).

b. Furnished item(s) shall conform to the approved configuration requirements/revision, unless a Request for Variance (RFV) is processed and approved as provided by Paragraph E. below. The term "Request for Variance" includes Requests for Deviations and Waivers.

c. Value Engineering Change Proposals (VECPs) for cost saving improvements to the TDP should not be processed per SAE EIA-649-1 and should be referred to Section I FAR Clause 52.248-1 - Value Engineering.

d. All ECPs submitted will be deemed routine. If an ECP is considered as an emergency or urgent; that justification for the rationale shall be included in the ECP submittal with all applicable supporting documentation.

e. For ECPs, RFVs, or NORs, the Contractor must submit the documentation listed in sub-paragraphs e (i) through e (iii). Failure to submit a complete legible package may result in return of the ECP/RFV/SCN/NOR without processing:

(i) For ECPs, the Contractor shall prepare and deliver the ECP in accordance with (IAW) CDRL A001.

(ii) For RFVs, the Contractor shall prepare and deliver the RFV IAW CDRL A002.

(iii) For NORs, the Contractor shall prepare and deliver the NOR IAW CDRL A003.

f. The Government's acceptance of the data deliverable required by CDRL/DD Form 1423 in e(i)-(iii) above signifies only that the data satisfies the requirements of the DID and is considered acceptable for Government processing. Acceptance of the data deliverable does not signify "technical approval" of the change proposed by the deliverable and should not be interpreted as authorizing the Contractor to proceed with the work proposed by the change. Disposition of the change (approval/disapproval) will follow acceptance of the CDRL at the Government's sole discretion. Incorporation of an approved RFV or ECP will require execution of a contract modification.

g. The Contractor should direct questions regarding the status of an ECP or RFV to the Procuring Contracting Officer (PCO) and copy the Administrative Contracting Officer (ACO).

h. The submission of an ECP/RFV/SCN/NOR does not affect the required delivery date of the contract.

*** END OF NARRATIVE ***

Requirements

Pintle Mount Assembly, NSN: 1005-01-461-2656, Part Number: 12986102, Drawing Number: 12986102:19200

Section D - Packaging and Marking

D.1. PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, and the Special Packaging Instruction (SPI):

(1) Level of Preservation: Military

(2) Level of Packing: B

(3) Quantity Per Unit Package: 001

(4) SPI Number: 12986102

(a) Revision: A

(b) Date of Revision: 21-Jul-2014

(c) The required SPI is available on the web at https://www.SAM.gov.

Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See Adobe's website (http://get.adobe.com/reader/) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK."

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract

/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the RFID and UII clauses cited above are included in this solicitation/contract.

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

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

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

(3) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALS approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Foreign manufacturers shall comply with ISPM -15 and shall have the marking of WPM verified in accordance with their National Plant Protection Organization's compliance program.

(e) Hazardous Materials (as applicable):

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

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

- International Air Transport Association (IATA) Dangerous Goods Regulations

- International Maritime Dangerous Goods Code (IMDG)

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

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

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

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(g) Supplemental Instructions: N/A

*** END OF NARRATIVE ***

Section E - Inspection and Acceptance

E.1. FIRST ARTICLE TEST - CONTRACTOR TESTING

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

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

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

(4) Lifecycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when

applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing /specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished in accordance with CDRL A005.

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

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

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

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

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

E.2. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL - SEALED BIDDING

(a) The Government reserves the right to waive the requirement entitled First Article Approval - Contractor Testing (RFO 52.209-3), incorporated via Section I. Bidders interested in submitting a First Article waiver request shall adhere to the following:

(1) Bidders must provide sufficient information for the Government to determine whether the First Article waiver request will be approved. If the Bidder intends to request a waiver, Attachment 0004: First Article Waiver Worksheet must be completed and submitted to the Government, along with any supporting documentation, as part of its bid. The worksheet is located in Section J of this IFB. The Bidder's request will not be considered if the worksheet and any supporting documentation are not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet that do not apply, annotate with "N/A" (not applicable). To substantiate or clarify information provided by the Bidder, the Government may request additional information. Incomplete worksheets may result in the waiver request being denied.

(2) Supporting Documentation. The First Article waiver request must be accompanied by documentation in support of the request. This documentation may include the following:

i. A copy of the Administrative Contracting Officer (ACO) or Procuring Contracting Officer (PCO) letter approving a First Article Test Report (FATR) on a recent contract for the same or similar item;

ii. A copy of a FATR for the same or a similar item as that solicited herein*;

iii. A copy of an ACO or PCO letter approving a prior waiver request; and/or

iv. If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

*Note: If a copy of a FATR is submitted in support of a waiver request under this IFB, the report must have been approved and signed by an authorized representative of the Government.

(3) The worksheet and any additional supporting documentation are part of your bid and must be submitted as part of the response to this IFB on company letterhead and signed by an agent of the company.

(4) Bidders shall not assume that a First Article waiver request will be approved even if the completed worksheet and any supporting documentation are submitted to the Government.

(5) Partial First Article waiver requests will neither be reviewed nor accepted.

(b) The Government will not consider any First Article waiver requests as part of its price evaluation process and will only review the apparent low Bidder's First Article waiver request, following the bid opening event and prior to contract award, if submitted.

(c) Accelerated Delivery Schedule.

(1) If the Government approves a Bidder's First Article waiver request, an accelerated delivery schedule pursuant to Section F.1. Time of Delivery shall apply.

(2) If a Bidder submits a First Article waiver request but takes exception to the accelerated delivery schedule, the waiver will be rejected. Consequently, any award to this Bidder will reflect either (i) the Government-required delivery schedule pursuant to Section F.1. Time of Delivery or (ii) the Bidder-proposed delivery schedule in that narrative, if the Government accepts it.

(d) Cost Considerations.

(1) If the Government approves a Bidder's First Article waiver request, the proposed FAT price, as identified by the Bidder at Section B, CLIN 0016, will be deducted from the total award amount.

(2) If the Government rejects a Bidder's First Article waiver request, and the Bidder failed to separately identify its FAT price at Section B, CLIN 0016, the Government will require the Bidder to perform on contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

E.3. ACCEPTANCE INSPECTION EQUIPMENT (AIE)

a. The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

b. The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

c. AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

d. Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval in accordance with CDRL A004. Government approval of AIE design shall not be considered to modify the contract requirements.

e. When the contractor submits its proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

f. Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

g. The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

h. If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

E.4. USE OF MIL-STD 1916

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

- **VL III** for major characteristics; and

- **VL II** for minor characteristics.

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

E.5. REWORK AND REPAIR OF NONCONFORMING MATERIAL

a. Rework and Repair are defined as follows:

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

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

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

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Variance, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

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

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

E.6. INSPECTION AND ACCEPTANCE POINTS

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

INSPECTION POINT: ORIGIN **(BIDDER FILL-IN)**

_____

(Name)

_____

(CAGE Code)

_____

(Address, City, State, Zip)

ACCEPTANCE POINT: ORIGIN **(BIDDER FILL-IN)**

_____

(Name)

_____

(CAGE Code)

_____

(Address, City, State, Zip)

Note: Inspection and acceptance at origin means that the contractor must contact the Defense Contract Management Agency (DCMA) to arrange for Government inspection before production is shipped. Failure to have production inspected and accepted at origin will result in its rejection at destination. Rejected production will be returned at the contractor's expense.

FIRST ARTICLE TEST REPORT ACCEPTANCE: DESTINATION

The Government's acceptance of the First Article Test Report (FATR) will take place at destination.

*** END OF NARRATIVE ***

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-16	Responsibility for Supplies.	1984-04		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-11	Higher-Level Contract Quality Requirement.	2014-12		

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001:2015 (21 OCT 2015) OR EQUIVALENT, TAILORED BY EXCLUDING PARAGRAPH (S) 8.3

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

Overall Contract Inspection/Acceptance Locations

0011	Inspection and Acceptance Location Both Source Instructions: The inspection/acceptance DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award.

	DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0012	Inspection and Acceptance Location Both Source Instructions: The inspection/acceptance DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0013	Inspection and Acceptance Location Both Source Instructions: The inspection/acceptance DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0014	Inspection and Acceptance Location

	Both Source Instructions: The inspection/acceptance DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0015	Inspection and Acceptance Location Both Source Instructions: The inspection/acceptance DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0016	Acceptance Location Acceptance Destination Instructions: The Procuring Contracting Officer (PCO) will accept FATR at destination. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000

	UNITED STATES Inspection Location Inspection Source Instructions: The inspection DoDAAC listed below (i.e., W912CH) is a placeholder only and will be identified at award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES

Section F - Deliveries or Performance

F.1. TIME OF DELIVERY

(a) Delivery under this contract must conform to the schedule below:

(1) Government-Required Delivery Schedule: CLIN 0016

a. Delivery is **120** calendar days after receipt of order.

b. An accelerated delivery schedule is acceptable at no additional cost to the Government.

(2) Government-Required Delivery Schedule with First Article Testing (FAT): CLIN 0011

a. Start deliveries **300** calendar days after receipt of order.

b. 500 units shall be delivered at 300 calendar days after award, with 500 units delivered every thirty calendar days thereafter until delivery is complete.

c. You may deliver more units every thirty calendar days at no additional cost to the Government.

(3) Government-Required Delivery Schedule with FAT Waived: CLINs 0011-0015

a. Start deliveries **150** calendar days after receipt of order.

b. 500 units shall be delivered at 150 calendar days after award, with 500 units delivered every thirty calendar days thereafter until delivery is complete.

c. You may deliver more units every thirty calendar days at no additional cost to the Government.

(b) The Government will evaluate equally, as regards to time of delivery, Bidders that propose delivery of each quantity within the applicable delivery period specified above. Bidders that propose delivery that will not clearly fall within the applicable required delivery period indicated above, may be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when a Bidder offers an earlier delivery schedule than required above. **If the Bidder proposes no other delivery schedule, the required delivery schedule above will apply**.

(c) The Bidder may propose an accelerated delivery schedule at no additional cost to the Government. Please complete the fill-ins below if you would like to propose an accelerated schedule:

(1) Bidder-Proposed Accelerated Delivery Schedule: CLIN 0016

a. Delivery is _____ calendar days after receipt of order. **(BIDDER FILL-IN)**

b. If the Bidder submits a FAT waiver in accordance with Section E.2., it is still highly encouraged to propose a delivery schedule for CLIN 0016 in the event its waiver is rejected. If the fill-in at F.1(c)(1) is not provided, the Government-required delivery schedule identified at F.1(a)(1) shall apply.

(2) Bidder-Proposed Accelerated Delivery Schedule with FAT: CLIN 0011

a. Deliveries will start _____ calendar days after receipt of order. **(BIDDER FILL-IN)**

b. _____ units will be delivered at _____ calendar days after award, with _____ units delivered every thirty calendar days thereafter until delivery is complete. **(BIDDER FILL-IN)**

c. If the Bidder submits a FAT waiver in accordance with Section E.2., it is still highly encouraged to propose a delivery schedule for CLINs 0011-0015 with FAT, in the event its waiver is rejected. If the fill-in at F.1(c)(2) is not provided, the Government-required delivery schedule identified at F.1(a)(2) shall apply.

(3) Bidder-Proposed Accelerated Delivery Schedule with FAT Waived: CLINs 0011-0015

a. Deliveries will start _____ calendar days after receipt of order. **(BIDDER FILL-IN)**

b. _____ units will be delivered at _____ calendar days after award, with _____ units delivered every thirty calendar days thereafter until delivery is complete. **(BIDDER FILL-IN)**

F.2. LONG TERM CONTRACTS - FOB DESTINATION

For the purpose of bidders compiling FOB destination bids, the final destination for supplies will be the following destination(s) at the estimated percentage(s):

100% to Anniston Army Depot (Anniston, AL)

*** END OF NARRATIVE ***

0011

Additional Notation for CLIN 0011 > Delivery Schedule: Please see Section F.1. Time of Delivery for a complete explanation of delivery schedule/rates.

0012

Additional Notation for CLIN 0012 > Delivery Schedule: Please see Section F.1. Time of Delivery for a complete explanation of delivery schedule/rates.

0013

Additional Notation for CLIN 0013 > Delivery Schedule: Please see Section F.1. Time of Delivery for a complete explanation of delivery schedule/rates.

0014

Additional Notation for CLIN 0014 > Delivery Schedule: Please see Section F.1. Time of Delivery for a complete explanation of delivery schedule/rates.

0015

Additional Notation for CLIN 0015 > Delivery Schedule: Please see Section F.1. Time of Delivery for a complete explanation of delivery schedule/rates.

9000

Additional Notation for CLIN 9000 > Period of Performance: The period of performance listed is a placeholder only and will be identified at award.

0011	**Delivery Schedule** From date of lead time event to delivery 300 Calendar Days Date of Award **Quantity** 576 Each **Address and POC** Ship To DoDAAC: W562RP CountryCode: USA W0LX ARMY GENERAL SUPPLY

	DLA DISTRIBUTION ANNISTON, 7 FRANKFORD AVE 362 ANNISTON, AL 36201-4199 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0012	**Delivery Schedule** From date of lead time event to delivery 300 Calendar Days Date of Award **Quantity** 576 Each **Address and POC** Ship To DoDAAC: W562RP CountryCode: USA W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON, 7 FRANKFORD AVE 362 ANNISTON, AL 36201-4199 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0013	**Delivery Schedule** From date of lead time event to delivery 300 Calendar Days

	Date of Award **Quantity** 576 Each **Address and POC** Ship To DoDAAC: W562RP CountryCode: USA W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON, 7 FRANKFORD AVE 362 ANNISTON, AL 36201-4199 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0014	**Delivery Schedule** From date of lead time event to delivery 300 Calendar Days Date of Award **Quantity** 576 Each **Address and POC** Ship To DoDAAC: W562RP CountryCode: USA W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON, 7 FRANKFORD AVE 362 ANNISTON, AL 36201-4199 UNITED STATES **Special Handling/Notes** FoB Details

	Party to Pay Transportation Cost: Contractor Point Type: Destination
0015	**Delivery Schedule** From date of lead time event to delivery 300 Calendar Days Date of Award **Quantity** 576 Each **Address and POC** Ship To DoDAAC: W562RP CountryCode: USA W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON, 7 FRANKFORD AVE 362 ANNISTON, AL 36201-4199 UNITED STATES **Special Handling/Notes** FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0016	**Delivery Schedule** From date of lead time event to delivery 120 Calendar Days Date of Award **Quantity** 1 Lot **Address and POC** Ship To

	DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES **Special Handling/Notes**
9000	**Quantity** 1 Lot **Address and POC** **Special Handling/Notes** **Period of Performance** From 30 Jun 2026 To 29 Jun 2031

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-17	Government Delay of Work.	1984-04		
52.247-34	F.o.b. Destination.	1991-01		
52.247-48	F.o.b. Destination-Evidence of Shipment.	1999-02		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.231-7000	Supplemental Cost Principles	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

COMBO

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

COMBO

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

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

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

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

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

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

Routing Data Table*

FIELD NAME IN WAWF	DATA TO BE ENTERED IN WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W912CH
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	SEE SCHEDULE
Ship From Code	SEE SCHEDULE

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) *WAWF point of contact.*

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

N/A

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		

52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-3	First Article Approval-Contractor Testing. (Alternate I)	2026-02	Alternate I	1997-01
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.211-5	Material Requirements. (Deviation 2026-O0038)	2026-02		
52.214-29	Order of Precedence-Sealed Bidding.	1986-01		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	2026-02		

52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02		
52.223-23	Sustainable Products and Services. (DEVIATION 2025-O0004)	2026-02	Deviation 2025-O0004	2025-03
52.226-7	Drug-Free Workplace.	2024-05		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05		
52.229-3	Federal, State, and Local Taxes.	2013-02		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02		
52.232-1	Payments.	1984-04		
52.232-8	Discounts for Prompt Payment.	2002-02		
52.232-11	Extras.	1984-04		

52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial	2026-04

	Services. (Deviation 2026-O0038)			
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	2026-04	Deviation 2025-O0003	2025-03
52.246-23	Limitation of Liability.	1997-02		
52.246-26	Reporting Nonconforming Items.	2024-08		
52.247-15	Contractor Responsibility for Loading and Unloading.	1984-04		
52.247-68	Report of Shipment (REPSHIP).	2006-02		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04		
52.249-8	Default (Fixed-Price Supply and Service).	1984-04		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02		

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.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	2020-04		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	2018-12		

252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7013	Duty-Free Entry.	2025-08		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	2024-02	Deviation 2024-O0006	2024-02
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.226-7003	Drug-Free Work Force.	2024-08		
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.227-7996	Technical Data--Withholding of	2026-02	Deviation	2026-02

	Payment. (DEVIATION 2026-O0036)		2026-O0036	
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.232-7010	Levies on Contract Payments.	2006-12		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.246-7998	Warranty of Data. ALTERNATE II (DEVIATION 2026-O0035)	2026-02	Alternate II Deviation 2026-O0035	2026-02 2026-02
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-3	First Article Approval-Contractor Testing. (Deviation 2026-O0038)	2026-02		

First Article Approval-Contractor Testing (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall test 5 EA unit(s) of Lot/Item PINTLE MOUNT ASSEMBLY, NSN: 1005-01-461-2656, PART NO.: 12986102 as specified in this contract. At least FIFTEEN (15) calendar days before the beginning of first article tests, the Contractor shall notify the Government, in accordance with CDRL A005, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to [SEE CDRL A005] marked "FIRST ARTICLE TEST REPORT: Contract No. [TBD], Lot/Item No. PINTLE MOUNT ASSEMBLY, NSN: 1005-01-461-2656, PART NO.: 12986102." Within THIRTY (30) calendar days after the Government receives the test report, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

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

(End of clause)

52.211-11	Liquidated Damages-Supplies, Services, or Research and Development.	2000-09

Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $100 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.216-18	Ordering.	2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD through FIVE (5) YEARS AFTER DATE OF CONTRACT AWARD.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 48 EA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 720 EA;

(2) Any order for a combination of items in excess of 720 EA; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22	Indefinite Quantity. (Deviation 2026-O0038)	2026-02

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

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIX-AND-ONE-HALF (6 1/2) YEARS FOLLOWING CONTRACT AWARD.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

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.

(BIDDER FILL-IN)

NAICS CODE	SMALL BUSINESS CONCERN (YES/NO)
332994	_____
N/A	N/A
N/A	N/A

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

(d) The small business size standard for a Contractor providing an end item that it does not

manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

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

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

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

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

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

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of

13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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):

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

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

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

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 DoD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.211-7003	Item Unique Identification and Valuation.	2023-01		

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or

Exhibit Line Item Number / Item Description

N/A

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

Contract Line, Subline, or

Exhibit Line Item Number / Item Description

CLINs 0011 through 0016 (Pintle Mount Assembly, NSN: 1005-01-461-2656, Part No.: 12986102)

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the

part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by

this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

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

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

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

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

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

(End of clause)

252.227-7989	Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER 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 _____**(BIDDER FILL-IN)**
Printed Name and Title _____**(BIDDER FILL-IN)**
Signature _____**(BIDDER FILL-IN)**
(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 [TBD]
Contractor Name _____**(BIDDER FILL-IN)**
Contractor Address _____**(BIDDER FILL-IN)**
Expiration Date _____**(BIDDER FILL-IN)**

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 [TBD]
Contractor Name _____**(BIDDER FILL-IN)**

Contractor Address _____**(BIDDER FILL-IN)**

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 [TBD]
Contractor Name _____**(BIDDER FILL-IN)**
Contractor Address _____**(BIDDER FILL-IN)**

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 [TBD], License Number _____ **(BIDDER TO 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

*** END OF NARRATIVE ***

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
A	DD Form 1423 - Contract Data Requirements List	Contract Data Requirements List (CDRL)		19 Dec 2024	9000	6	Exhibit	No
0001	Army Package 12986102	Technical Data Package (TDP)		16 Dec 2024			Attachment	No
0002	TACOM OPSEC Plan (Provided at Award)	TACOM OPSEC Plan (Provided at Award)		01 Jul 2023		20	Attachment	No
0003	Additional Guidelines for CUI	Additional Guidelines for CUI		01 Aug 2023		2	Attachment	No
0004	First Article Waiver Worksheet	First Article Waiver Worksheet		05 Mar 2014		3	Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-	2023-06		

	Representation.			
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	2024-03	Deviation 2024-O0006	2024-03
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	1995-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror,

directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

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

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

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

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

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

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

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

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

[ ] (1) The Offeror certifies that-

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

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

and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.214-14	Place of Performance-Sealed Bidding.	1985-04

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [_____] intends, [_____] does not intend **(BIDDER CHECK APPLICABLE BOX)** to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
(BIDDER FILL-IN)	**(BIDDER FILL-IN)**
_____ _____	_____ _____

(End of provision)

52.214-16 Minimum Bid Acceptance Period. 1984-04

Minimum Bid Acceptance Period (Apr 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **120** calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days **(BIDDER FILL-IN)**.

(e) **A bid allowing less than the Government's minimum acceptance period will be rejected**.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-

(1) The acceptance period stated in paragraph (c) of this clause; or

(2) Any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)

52.225-18 Place of Manufacture. (Tailored) 2018-08

Place of Manufacture (Aug 2018)

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

[_____] (2) Outside the United States.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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

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

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

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

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

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

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

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

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

(2) An explanation of the proposed use of covered defense telecommunications equipment and

services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

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

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

(End of provision)

252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

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

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

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

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

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

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

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

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

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

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

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

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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

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

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[X](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____

_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02

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

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

"Computer software" is defined in--

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

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

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

"Technical data" is defined in--

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

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

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software			
The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:			
Technical data or			
computer software			Name of person
to be delivered	Basis for	Asserted rights	asserting
with restrictions[1]	assertion[2]	category[3]	restrictions[4]

(LIST)[5]	(LIST)	(LIST)	(LIST)
_____	_____	_____	_____

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

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

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

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

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

Date _____**(BIDDER FILL-IN)**

Printed Name and Title _____**(BIDDER FILL-IN)**
Signature _____**(BIDDER FILL-IN)**
(End of identification and assertion)

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

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

(End of provision)

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

L.1. GENERAL BID INFORMATION

(a) Overview. Bidders are responsible for submitting a well-written bid, with adequately detailed information, that clearly demonstrates an understanding of and the ability to comply with the IFB requirements to allow for a meaningful evaluation. The Bidder's submission, as required by this section, will be evaluated as set forth in Section M. Bidders are expected to examine the drawings, specifications, Schedule, and all associated instructions in preparing their bid, pursuant to RFO 52.214-12: Preparation of Bids. All information necessary for the review and evaluation of a bid is to be contained within the bid. The Government will not assume the Bidder possesses any capability, understanding, or commitment not specified by its bid, nor does the Government assume the duty to search for data to cure problems it finds in a bid.

(b) Technical Data. There is a Technical Data Package (TDP) associated with this procurement. The TDP is distribution statement "D", which limits access to Department of War (DoW) and U.S. DoW contractors only. Please see Section C.1. TDP Information for instructions on how to access this data. **Bidders must access the TDP prior to submitting a bid or the bid submission will be rejected**.

(c) Minimum Acceptance Period.

(1) "Acceptance period" means the number of calendar days available to the Government for awarding a contract from the date specified in this IFB for receipt of bids. The minimum acceptance period identified in RFO 52.214-16: Minimum Bid Acceptance Period supersedes any language pertaining to the acceptance period that may appear elsewhere in this IFB.

(2) The Government requires a minimum acceptance period of **120 calendar days**. Bidders may specify a longer acceptance period via the RFO 52.214-16 fill-in. However, a bid allowing less than the Government's minimum acceptance period will be rejected.

L.2. BID CONTENT AND FORMAT

(a) Language and Currency. All bids shall be submitted in English (American Standard) pursuant to RFO 52.214-34: Submission of Offers in the English Language and in U.S. dollars pursuant to RFO 52.214-35: Submission of Offers in U.S. Currency. Bids not in English (American Standard) or in U.S. dollars will be rejected.

(b) Completeness and Fill-ins. Bids shall include all information specified and shall address all requirements identified in Section L. Further, Bidders must complete all necessary fill-ins and representations throughout this IFB, including but not limited to:

(1) Standard Form 33 (IFB Cover Page): Blocks 13 through 18;

(2) Section B: The unit prices and dollar amounts requested for CLINs 0011, 0012, 0013, 0014, 0015, and 0016;

(3) Section E: E.6. Inspection and Acceptance Points;

(4) Section F: F.1. Time of Delivery;

(5) Section K: RFO 52.209-13 - Violation of Arms Control Treaties or Agreements -Certification;

(6) Section K: RFO 52.214-14 - Place of Performance - Sealed Bidding;

(7) Section K: RFO 52.225-18 - Place of Manufacture;

(8) Section K: RFO 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation; and

(9) Section M: RFO 52.219-2 - Equal Low Bids

Failure to complete all required fill-ins and representations may result in the rejection of a bid.

(c) Executive Summary/Transmittal Letter. Bidders may optionally include an executive summary or transmittal letter with their bid. However, it will neither be considered as part of the bid nor will it be evaluated. If an executive summary or transmittal letter is included, it shall be no more than one (1) page in length.

L.3. BID SUBMISSION METHOD, FORMAT, AND INSTRUCTIONS

(a) Submission Method and File Size. All bids shall be submitted electronically in accordance with Section A.3. Electronic Contracting. Maximum size of each email is 10 megabytes. Bidders may use multiple email messages for each submission. However, they must annotate the subject line of each message as described in Section A.3, and number them in the following manner: "Message 1 of 3, 2 of 3, 3 of 3". NOTE: FAX, HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

(b) Acceptable File Formats. All electronic information provided in response to this IFB shall be in Microsoft Office (Word or Excel) or Adobe Portable Document Format (PDF). All other electronic formats are not acceptable. For files in PDF format, scanners shall be set to at least 200 dots per inch.

(c) File Naming Convention. Each submitted file shall be labeled so it is easily identifiable for which information it pertains. File names shall not exceed 50 characters in length (not including the file extension). Ensure the file name does not contain any periods or special characters, including: / * ? : " < > |.

(d) Document Formatting. Unless otherwise specified, it is recommended that bid documents be formatted with an 8.5-inch x 11-inch layout, a minimum 10-point font size, and minimum 0.5-inch margins. Schedules, drawings, and other documents more appropriate for a larger size should be formatted no larger than with an 8.5-inch x 14-inch layout.

(e) Spreadsheet Formatting. If providing spreadsheets, include all formulas, functions, macros, computations, or equations used to compute the proposed amounts. For each workbook, all rows, columns, cells, and worksheets are to be visible. Do not include zero height, zero width rows and /or columns in worksheets. Do not format worksheet cells with a font color equal to the fill color. If workbooks or worksheets are password-protected, then the passwords must be provided. Do not submit print image files or pictures or files containing only values.

(f) Links to Internet Sites/Webpages. Bids shall not contain citations for, or active links to, live internet sites or webpages. All linked information shall be contained within the electronic bid. Any linked information that is not contained within the bid will be rejected.

(g) Readable and Virus-free Submission. Bidders shall make every effort to ensure their bid is readable and virus-free. Bids (or any portion(s) thereof) submitted which indicate the presence of a virus, or are otherwise unreadable, will be handled in accordance with RFO 14.302: Receipt of an Unreadable Electronic Bid. The following is intended to supplement this RFO reference:

(1) The Contracting Officer will issue the required notice, via email, following the bid opening event;

(2) After the Contracting Officer issues this notice, the Bidder has three business days to respond with all necessary evidence; and

(3) If the Bidder's response is timely received, the Contracting Officer will review all evidence and issue a final decision indicating whether the bid is accepted or rejected. If the Bidder's response is late, the Contracting Officer will not review the evidence and the bid submission will be rejected.

(h) Submission Due Date. Bidders must ensure their bid, in its entirety, and any modifications or withdrawals, reach the required destination by the exact date and time for receipt of bids specified in Standard Form 33, Block 9 (IFB cover page). Any bid, modification, or withdrawal received after the exact date and time specified for receipt of bids is late and may not be considered. Please see RFO 52.214-7: Late Submissions, Modifications, and Withdrawals of Bids for additional information.

(i) Bidders are limited to submitting one bid with one approach to meeting the requirements of this IFB. Further, Bids must be submitted for the total quantity of items identified in this IFB, pursuant to Section A.4. All or None. Bids submitted for less than all requirements called for by this IFB will be deemed nonresponsive and may be rejected. Further, bids that contain alternative terms and conditions may be considered as taking exception to the requirements of this IFB and may be rejected.

L.4. BID OPENING

(a) Bid opening will be held with all Bidders and shall commence on Thursday, 30-Jul-2026 at 1: 00 p.m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via email, after IFB close and at least 24 hours prior to bid opening, to receive this information:

Stanley Biernacki

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: stanley.r.biernacki.civ@army.mil

-and-

Mark Hilson

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: mark.d.hilson.civ@army.mil

L.5. OFFERS DELIVERED BY THIRD-PARTY EXPRESS SERVICES (NON-U.S. POSTAL SERVICE MAIL)

(a) Bids delivered by third-party express services will not be accepted.

L.6. UNCLASSIFIED BID, MODIFICATION, OR REVISION/AMENDMENT SUBMISSION INSTRUCTIONS

(a) Bids, modifications, and/or revisions/amendments shall be submitted in accordance with A.3. Electronic Contracting. It is not anticipated that any requested bid, modification, or revision /amendment will be classified.

(b) Submission due date. The Bidder must ensure its bid, modification, or revision/amendment, in its entirety, reaches the required destination by the closing date and time established in this IFB. All bids, modifications, or revision/amendments received after the specified submission time shall be treated as late and will be handled in accordance with RFO 52.214-7: Late Submissions, Modifications, and Withdrawal of Bids.

(c) Please note that when submitting your bid via email, it may take time for the email and any attachments/files to be scanned for viruses and transmitted to the Government. File size, network connection, connection type, and number of files are factors in the time needed to complete timely submission. Therefore, Bidders are strongly cautioned when submitting bids to allow ample time for completion. Bidders should also take into account potential time needed to troubleshoot technical issues prior to the IFB closing date and time.

L.7. HQ-AMC LEVEL PROTEST PROCEDURES

(a) Complete AMC Protest Procedures can be found at:

http://www.amc.army.mil/Connect/Legal-Resources/

(b) An agency protest may be filed with either the contracting officer or to HQAMC, but not both, following the procedures listed at the website above.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-5	Submission of Bids. (Deviation	2026-02		

	2026-O0038)	
52.214-6	Explanation to Prospective Bidders.	1984-04
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02
52.214-10	Contract Award-Sealed Bidding.	1990-07
52.214-12	Preparation of Bids.	1984-04
52.214-34	Submission of Offers in the English Language.	1991-04
52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.232-15	Progress Payments Not Included.	1984-04
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense	2023-01		

Contractors.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.207-4	Economic Purchase Quantity-Supplies.	1987-08		

Economic Purchase Quantity-Supplies (Aug 1987)

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

(BIDDER FILL-IN)

_____

_____

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

(BIDDER FILL-IN)

Offeror Recommendations			
ITEM	**QUANTITY**	**PRICE QUOTATION**	**TOTAL**

____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

52.214-4 False Statements in Bids. 1984-04

False Statements in Bids (Apr 1984)

Bidders shall provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.216-1 Type of Contract. (Deviation 2026-O0038) 2026-02

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

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

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

For DFARS Clauses: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting*

Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification].

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

M.1. BASIS OF AWARD

(a) Overview. The Government will evaluate bids based on the unit prices identified in Section B for CLINs 0011 through 0016 and intends to award a single firm-fixed-price contract to the responsible Bidder with the lowest total price. The lowest total price will be determined as follows:

(1) CLIN Prices. The Government will verify the Bidder's CLIN prices by multiplying each year's proposed unit price by the estimated annual quantity. This is the first step in determining the lowest total price.

(2) Total Price. The Government will calculate the Bidder's total price by taking the sum of all its CLIN prices, as calculated in step 1. This is the final step in determining the lowest total price.

(3) If a Bidder fails to identify a unit price for all CLINs, including FAT, its bid may be rejected. Further, the Government will not accept any additional prices identified in Section B or elsewhere in this IFB. If a Bidder submits additional prices, other than those requested, the bid may be rejected.

(b) Price Reasonableness. The Government will assess the reasonableness of the Bidder's proposed prices. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of price reasonableness by any means allowable under RFO 15.404: Cost and/or Price Analysis.

(c) Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more contract line items or ranges is significantly over- or understated as determined by the application of cost and price analysis techniques. Offerors are cautioned that any bid determined to contain unbalanced pricing may be rejected or determined unacceptable for award. Please see RFO 15.404-6: Unbalanced Pricing for additional information.

(d) Award without Discussions. The Government will evaluate bids without discussions /negotiations and, therefore, the Bidder's initial bid shall contain its best terms. Further, the Government may reject any or all bids, accept other than the lowest bid, and/or waive informalities or minor irregularities in bids received. Please see RFO 52.214-10: Contract Award - Sealed Bidding for additional information.

(e) Equal Low Bids. A contract shall be awarded in the order of priority identified at RFO 14.308: Award of Equal Low Bids when two or more low bids are equal in all respects. Therefore, the Bidder is required to complete and return the associated RFO 52.219-2: Equal Low Bids fill-in with its bid submission.

(f) Only One Bid. When only one bid is received, the requirements identified at RFO DFARS 252.215-7992: Only One Offer shall apply.

*** END OF NARRATIVE ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02		

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, **the bidder must identify**, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(BIDDER FILL-IN)

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)