**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**
**Offeror To Complete Block 12, 17, 23, 24, & 30**

**1. Requisition Number**



**2. Contract No.**

**3. Award/Effective Date**

**4. Order Number**

**5. Solicitation Number** SPRDL1-26-R-0032

**6. Solicitation Issue Date** 2026MAR31

**7. For Solicitation Information Call:**

**A. Name** SABRINA KRAFFT

**B. Telephone Number (No Collect Calls)** (385)591-2852

**8. Offer Due Date/Local Time** 2026APR01 01:00pm

**9. Issued By** **Code** SPRDL1

DLA WEAPONS SUPPORT (WARREN)

WARREN, MI 48397-5000

**Email:** SABRINA.KRAFFT@DLA.MIL

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

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

☐ **Hubzone Small Business** ☐ **EDWOSB**

☐ **Service-Disabled Veteran-Owned Small Business** **NAICS:** 333996

☐ **8(A)** **Size Standard:**

**11. Delivery For FOB Destination Unless Block Is Marked**

☐ **See Schedule**

**12. Discount Terms**

☒ **13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)** **13b. Rating** DOA4

**14. Method Of Solicitation** ☐ **RFQ** ☐ **IFB** ☒ **RFP**

**15. Deliver To** **Code**

SEE SCHEDULE

**Telephone No.**

**16. Administered By** **Code**

**17a. Contractor/Offeror** **Code** **Facility**

**Telephone No.**

**18a. Payment Will Be Made By** **Code**

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

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

☐ **See Addendum**

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

**25. Accounting And Appropriation Data**

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

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

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

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

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

**30a. Signature Of Offeror/Contractor**

**31a. United States Of America (Signature Of Contracting Officer)**

**30b. Name And Title Of Signer (Type Or Print)**

**30c. Date Signed**

**31b. Name Of Contracting Officer (Type Or Print)**

**31c. Date Signed**

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

**32a. Quantity In Column 21 Has Been**

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

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

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

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

SUPPLEMENTAL INFORMATION

Buyer Name: SABRINA KRAFFT
Buyer Office Symbol/Telephone Number: ZGAB/(385)591-2852
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

AS7001

Acknowledgment of Amendments

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

| Amendment Number | Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

********** End of Narrative **********

AS7311

Electronic Contracting Provision

(a) All DLA Weapons Support (Warren)solicitations will be publicized on the Contract Opportunities website https://SAM.gov. Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or referenced with instructions in the solicitation.

(b) As directed in Section L of this solicitation, interested vendors shall submit a quote or proposal via email to the Contract Specialist listed on the solicitation. The email shall include subject header: Proposal Submission SPRDL1-XX-X-XXXX (company name) on the solicitation.

(c) Requirements for tracking solicitations and submitting bid submissions:

1. Vendors must be registered for a sam.gov account through https://login.gov in order to manage searches and track solicitations. Using the Contract Opportunities search function in sam.gov, vendors will be able to view the Solicitation and any modifications or amendments made by the Contract Specialist.

2. Vendors may Request Access to controlled documents such as the Technical Data Package (TDP). Interested vendors must request TDPs as directed in Section C of this solicitation.

3. All bids and proposals must be submitted via email to the Contract Specialist on record.

(d) Note to offerors:
Please pay close attention to the solicitation closing date and time as stated on the cover page of this solicitation, local time (EST), for DLA Weapons Support (Warren). In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is Offeror's responsibility to ensure the proposal/quote is received by the Contract Specialist by the date and time specified on the

cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean that ALL volumes or parts required in the solicitation are included in the electronic submission.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission.
Solicitations may remain posted on sam.gov after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will need to send any late quotes, if applicable, directly to the Contract Specialist identified on the cover page of this solicitation.

(e) Any awards issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (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 you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the Procuring Contracting Officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(f) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the National Apex Accelerator Alliance website at http://www.napex.us to locate a regional center.

********** End of Narrative **********

AS7317

All or None Commercial Product Acquisition

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to state offerors must provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

********** End of Narrative **********

*** END OF NARRATIVE A0001 ***

The Supply Chain Traceability Documentation referred to in clause CS8001 (DLA WRN) Contractor Retention of Supply Chain Traceability Documentation is required to be submitted at the time of offer submission by all offerors other than the manufacturer of the item. Failure to submit acceptable traceability will constitute an offer that does not meet the terms and conditions of the solicitation and therefore will not be eligible for award.

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0011 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3<br><br>IN THE FIRST FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:<br><br>THE FIRST THREE DIGITS SIGNIFY THE ITEM. THE FOURTH (LAST DIGIT) INDICATES THE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.<br><br>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5-YEAR LONG-TERM CONTRACT) OR 0014 (3-YEAR LONG-TERM CONTRACT).<br><br>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:<br><br>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.<br><br>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.<br><br>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.<br><br>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.<br><br>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.<br><br>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.<br><br>The information presented below applies to Item No. 0011AA Through 0015AA:<br><br>Guaranteed Minimum 5 Year Quantity (GMQ): 89 EACH (This will be awarded at the time of the basic contract award)<br><br>Maximum 5 Year Contract Quantity: 351 EACH<br><br>ONLY THE GMQ IS GUARANTEED. | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | NOTE: EACH ORDERING YEAR QUANTITY IS AN ESTIMATE.<br><br>(End of narrative A001) | | | | |
| 0011AA | ORDERING YEAR ONE<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>A FIRST ARTICLE TEST REPORT IS REQUIRED IN ACCORDANCE WITH THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING",<br>FAR 52.209-3.<br><br>First Article Test is required. Waiver may be authorized; see waiver provision in Section L.<br><br>(End of narrative C001)<br><br>The Technical Data Package (TDP) is Source Controlled to:<br><br>Contractor: Crane Pumps & Systems PFT Corp. CAGE: 96046<br>Part Number: 0ZDCL-00L33-291AMP.<br><br>Approved Sources must meet the requirements of the TDP.<br><br>(End of narrative C002)<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRATIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B | EST. 111 | EA | $_____ | $_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.<br><br>(End of narrative E001)<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W562RP) SR W0LX ARMY GENERAL SUPPLY<br>DLA DISTRIBUTION ANNISTON<br>7 FRANKFORD AVE 362<br>ANNISTON,AL,36201-4199 | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0012 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3 | | | | |
| 0012AA | ORDERING YEAR TWO<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRTIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.<br><br>(End of narrative E001)<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W562RP) SR W0LX ARMY GENERAL SUPPLY<br>DLA DISTRIBUTION ANNISTON<br>7 FRANKFORD AVE 362<br>ANNISTON,AL,36201-4199 | EST. 60 | EA | $_____ | $_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0013 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3 | | | | |
| 0013AA | ORDERING YEAR THREE<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRATIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.<br><br>(End of narrative E001)<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W562RP) SR W0LX ARMY GENERAL SUPPLY<br>DLA DISTRIBUTION ANNISTON<br>7 FRANKFORD AVE 362<br>ANNISTON,AL,36201-4199 | EST. 60 | EA | $_____ | $_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0014 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3 | | | | |
| 0014AA | ORDERING YEAR FOUR<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRATIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.<br><br>(End of narrative E001)<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W562RP) SR W0LX ARMY GENERAL SUPPLY<br>DLA DISTRIBUTION ANNISTON<br>7 FRANKFORD AVE 362<br>ANNISTON,AL,36201-4199 | EST. 60 | EA | $_____ | $_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0015 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3 | | | | |
| 0015AA | ORDERING YEAR FIVE<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRATIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.<br><br>(End of narrative E001)<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W562RP) SR W0LX ARMY GENERAL SUPPLY<br>DLA DISTRIBUTION ANNISTON<br>7 FRANKFORD AVE 362<br>ANNISTON,AL,36201-4199 | EST. 60 | EA | $_____ | $_____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0016 | PUMP, ROTARY<br>NSN: 4320-01-706-5281<br>Mfr CAGE: 19207<br>Mfr Part Number: 12581994-3 | | | | |
| 0016AA | FIRST ARTICLE TEST AND REPORT<br><br>COMMODITY NAME: PUMP, ROTARY<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price<br><br>Description/Specs./Work Statement<br>TOP DRAWING NR: 12581994-3<br>DATE: 06-OCT-2025<br><br>Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING NARRATIVE<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: B<br><br>Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin<br>Government Approval/Disapproval Days: 30<br><br>Deliveries or Performance<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(SPRDL1) DLA LAND WARREN<br>ZGA<br>6501 EAST ELEVEN MILE ROAD<br>WARREN,MI,48397<br><br>Ship to Location listed on this CLIN is for informational purposes only.<br><br>Submit WAWF invoice for First Article Test and Report using SPRDL1.<br><br>(End of narrative F001) | | | $_____ | $_____ |

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
CS6334

Technical Data Package Information (Contract Opportunities in SAM.gov) Version

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

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

[ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line-Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web-located TDP. To access the TDP, you will have to copy or type the link's URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: N/A

TDP Link (URL): N/A

[ X ] 3. The TDP for this solicitation resides within sam.gov under the Contract Opportunities search function https://sam.gov, and is associated with this solicitation number and can be accessed via this URL:

https://sam.gov/workspace/contract/opp/82901d50a6f145feb2103efb1ffb4d73/view

a. Log on to the SAM.gov website.

b. Select Contract Opportunities in the search bar and search by solicitation number.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq.

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and Contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). If you are currently certified, your MPIN will be verified, and you may proceed to the next step. To obtain DLA Enhanced Validation(DEV)certification, login to the Joint Certification Program (JCP) https://www.dla.mil/Logistics-Operations/Services/JCP/. Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. Contract Opportunities will allow you to access export controlled TDPs once certification is confirmed.

(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.

c. If technical data is otherwise restricted, click the document title to request access. A window will pop-up, select "Request Access" to controlled documents and enter the Reason for Access. This will generate an email to the Contract Opportunities system administrator at DLA Weapons Support (Warren) with all the information needed for them to grant you access. Contract Opportunities will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this Contract Opportunities-TDP access/approval process through SAM.gov.

d. Only one individual in your company can request access to the Technical Data Package (TDP) for a solicitation. That individual must be registered as the Data Custodian, as identified in the JCP, and be granted approval to view the Technical Data Package (TDP) for a solicitation. The Data Custodian MUST be registered for a SAM.gov account through https://login.gov. Any individual(s) no longer with the company should be deleted. Questions related to registration in https://login.gov should be directed to https://login.gov/help/. Questions related to accounts in SAM.gov should be directed to https://sam.gov/content/help. Vendors are responsible for placing correct information in login.gov and SAM.gov accounts.

e. It is strongly suggested that you submit an access request and provide the Contract Specialist with the completed "Use and Non-Disclosure Agreement" at the same time if the solicitation requires both to gain access to view the TDP.

[ ] 4. The Government requires a "Use and Non-Disclosure Agreement" (NDA) to be signed by the Data Custodian of your firm, as identified in the JCP, before access is granted to the technical data. The appropriate Agreement is titled N/A, and is:

[ ] available by emailing the Contract Specialist listed on page 1 of this solicitation.

[ ] available as an attachment to this solicitation.

Follow the instructions on the Agreement and email it to the Contract Specialist at N/A. The Contract Specialist will notify the Contract Opportunities administrator upon receiving the NDA. The Administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the Contract Specialist.

********** End of Narrative **********

CS7004

Configuration Control Engineering Changes

(a) The Contractor may submit Engineering Change Proposal(s) (ECPs) and Request for Variance(s) (RFVs) for the requirements in the Government provided Technical Data Package (TDP). If a Value Engineering Change Proposal(s) (VECPs) clause is included on this contract, VECPs shall be submitted in the same manner as ECPs.

(1) ECPs - The Contractor may request a permanent change to the requirements specified in the TDP or any other baseline documentation by submitting an ECP. ECPs shall be submitted to include all Notice of Revisions (NORs) necessary to completely define the requested change. Each ECP shall be accompanied with at least one NOR per affected document. The Contractor shall not present any production items for acceptance that incorporate any change to the TDP or other baseline documentation until notified by the Government the ECP has been approved and incorporated in the contract.

(i) Page 1 of DD Form 1692 (or equivalent) shall be submitted for all ECPs. Pages 2-7 of DD Form 1692 shall be submitted when required to properly explain all the potential logistics and technical impacts of the proposed change. DD Form 1695 NOR or DD Form 1695-1 Tabulated NOR (or equivalents) shall be submitted to completely describe the desired change on each affected document.

(ii) All ECPs submitted by the Contractor will be routine priority unless otherwise justified. If the Contractor considers the ECP to be emergency or urgent, they shall include justification within 48 hours of submittal of the ECP.

(2) RFVs - The Contractor may request to temporarily depart from a requirement specified in the TDP or any other baseline documentation, by submitting an RFV. RFVs may be submitted either pre-production (formerly known as Request for Deviation (RFD)) or post-production and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The Contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

(b) Submission of requested changes - The submission of an ECP or RFV by the Contractor does not affect the required delivery dates specified within the contract, shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the Contractor from compliance with the contract delivery schedule. If a delivery date change is needed, it must be negotiated with the Procuring Contracting Officer and documented via modification to the contract. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract.

(c) Specifications - Permanent proposed changes to specifications which are part of the TDP or baseline documentation shall be requested with an ECP and NOR (i.e. Specification Change Notices (SCNs) are not required).

(d) Forms If any of the above listed forms are not included with the solicitation or contract, the Contractor may locate forms on the DOD Forms Website https://www.esd.whs.mil/Directives/forms/dd1500_1999/ or contact the Contract Specialist listed on page 1 of the solicitation or contract for copies of the forms.

********** End of Narrative **********

CS7015

Acquisition of Source-Controlled Part Number

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package (TDP); and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the TDP; provided (i) that these non-listed part numbers have been furnished to one of the approved manufacturers listed in the TDP, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a non-listed part number as described in this paragraph (2) have completed the REPRESENTATION OF INTENT TO SUPPLY A SOURCE CONTROLLED ITEM narrative and has received approval from the Contracting Office.

********** End of Narrative **********

CS7151

Use of Class 1 Ozone Depleting Substances (CIODS)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: https://www.epa.gov/clean-air-act-overview/clean-air-act-title-vi-stratospheric-ozone-protection

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

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

(b) No CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Procuring Contracting Officer immediately in writing.

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

********** End of Narrative **********

CS8001

Contractor Retention of Supply Chain Traceability Documentation

1) By submitting a quotation or offer, the Contractor, if it is not the manufacturer of the item, is confirming it currently has and shall retain supply chain traceability documentation, as described in paragraph (2) below, demonstrating the item conforms to the technical requirements, and for part numbered items, is from an approved manufacturer.

2) Supply Chain Traceability Documentation

i. Supply chain traceability documentation shall include: basic item description, part number; drawing or specification; national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

ii. Supply chain traceability documentation shall also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/.

iii. In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

********** End of Narrative **********

*** END OF NARRATIVE C0001 ***

PACKAGING AND MARKING
DS6515

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, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 01

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK17065281

(a) REVISION A

(b) DATE OF REVISION 2023 MAY 15

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) MAY BE LOCATED WITHIN THE TECHNICAL DATA PACKAGE (TDP). IF IT IS NOT LOCATED WITHIN THE TDP, THE SPI IS POSTED WITH THE SOLICITATION ON 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, Revision R, including bar coding and Military Shipment Label (MSL). 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) Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. For details and most recent information, see http://www.acq.osd.mil/log/sci/ait.html for the current DoD Suppliers' Passive RFID Information Guide. When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7006, refer to the DoD Guide to Uniquely Identifying Items for development of the UII and MIL-STD-129, Revision R 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 4140.625-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 ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(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 **********

*** END OF NARRATIVE D0001 ***

INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| 2 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | DEC/2014 |

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001:2015 or equivalent
(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)

ES6019

Use of MIL-STD 1916

a. The Government will not accept lots whose samples submitted for acceptance contain non-conformances unless appropriately documented and approved by the Procuring Contracting Officer (PCO). The Contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV 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.

********** End of Narrative **********

ES6304

Notice Regarding First Article Test Sample

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 03 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 0 that successfully passes all specified tests, less the destructive tests, if any, shall not serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design, 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the Contractor will notify the Procuring Contracting Officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

********** End of Narrative **********

ES6333

Inspection and Acceptance First Article Approval

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

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

with:

Drawing 12581994 & Spec 12292163

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

********** End of Narrative **********

ES7001

Inspection and Acceptance Points - Origin

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

INSPECTION POINT:

_____

(Name) (CAGE)

_____

(Address) (City) (State) (Zip)

ACCEPTANCE POINT:

_____

(Name) (CAGE)

_____

Address) (City) (State) (Zip)

********** End of Narrative **********

ES7032

Notice Regarding First Article

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Procuring 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 one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Procuring Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for

adjustment in contract price or delivery schedule.

********** End of Narrative **********

ES7050

Drawings for Inspection

(a) When requested, the Contractor shall make available to the Government Inspector the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(b) If the Contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.), the Contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(c) The Government may rely on the Contractor's Certificate of Conformance, IAW FAR 52.246-15, that the item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the Contractor be required to make available to the Government the drawings, specifications, or other technical data such that the Government can determine if the item meets the contract requirements. These conditions may include, but are not limited to, the following: 1) Complex items or items which have quality characteristics for which contractual conformance must be established through precise measurements and functional operation, either as an individual item or in conjunction with other items, 2) Items used in critical applications or items denoted as critical on technical data, 3) Items with known quality conformance issues, 4) Items with an unstable design history, and/or 5) Contractor changes in technical requirements, technical data, and/or production processes which impact the fit, form, or function of the item.

********** End of Narrative **********

ES7146

Routing of Special Process Approvals

(a) The Technical Data Package for this contract contains one or more of the following specifications:

| | |
|---|---|
| MIL-DTL-16232 | Phosphate Coating, Heavy, Manganese or Zinc Base |
| TT-C-490 | Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings) |
| MIL-W-12332 | Welding Resistance, Spot: Weldable Aluminum Alloys |
| MIL-W-45210 | Welding Resistance, Spot: Weldable Aluminum Alloys |
| *Drawing 12479550 | Ground Combat Vehicle Welding Code - Steel |
| *Drawing 12472301 | Ground Combat Vehicle Welding Code - Aluminum |

* If these drawings are not available with your procurement package, please contact the Contract Specialist on page 1.

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

(1) You shall prepare the written procedures as the specification requires.

(2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and

approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.

(3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

********** End of Narrative **********

ES7345

Delegation of Authority for First Article Approval

The Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) is hereby delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with this contract (FAR 52.209-3 First Article Testing- Contractor First Article). Any reference to Procuring Contracting Officer (PCO) as it relates to the submission of, and approval/disapproval of the FAT Report shall be deemed to mean the DCMA ACO. ACO approval will be predicated upon Quality Assurance Representative (QAR) acceptance of the FAT Report. ACO approval authorizes the Contractor to proceed with production.

********** End of Narrative **********

ES7450

Requirements for Pretreatment and CARC Painted Material

(a) Scope

(1) This clause applies to contracts requiring Chemical Conversion Coatings and Pretreatments for Metallic Substrates, Chemical Agent Resistant Coating (CARC), and their related materials. The requirements in this clause clarify and supplement those in the contract, unless nullified elsewhere in the contract or through an approved Request for Deviation.
(2) Coating qualification, spot paint repair, and MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base coatings are not within the scope of this clause.

(b) Definitions
(1) The "contracting agency," "appropriate agency," "procuring authority," "engineering authority," "procuring agency," and "procuring activity" is the PCO or designee.
(2) The "prime Contractor" is the company awarded this contract, and the "subcontractors" comprise all companies involved in providing coated parts to the prime Contractor, including companies that apply the coatings.
(c) General Requirements Clarifications
(1) The Government retains the right for onsite verification of the prime Contractor's and its subcontractors' products, processes, procedures, and test reports.
(2) The prime Contractor shall be responsible for itself and its subcontractors to produce and maintain detailed process control plans, process control data, pre-production approval testing, ongoing quality control & quality control testing, and test reports. This information shall be available upon Government request.
(3) The prime Contractor shall immediately notify the PCO and the Defense Contract Management Agency (DCMA) of any failure to meet preproduction and production requirements.
(4) Each cleaning method shall be treated as a separate step in the process documentation.
(5) The Gage Repeatability and Reproducibility (Gage R&R) error shall be less than 30 percent for all process and product measurement systems.
(6) Products with hexavalent chromium, including but not limited to certain fastener finishes, shall not be used. Additionally, CARC topcoats containing siliceous additives to control gloss are prohibited.
(7) CARC primer and CARC topcoat shall not be applied directly to bare metal or plastic, except as provided for in MIL-DTL-53072.
(8) If the contract specifies application of CARC materials over a non-CARC coating, then both CARC primer and CARC topcoat are required. The complete coating system shall meet the requirements for CARC defined in MIL-DTL-53072 and TT-C-490.
(9) Neutral salt spray (NSS) testing shall not be used to validate compliance with materiel life cycle requirements; NSS is a production quality test and does not predict field performance.
(d) Pre-Production Approval Clarifications

(1) Pre-production testing shall include:
(i) Thickness of each layer of the coating system;
(ii) Coating system adhesion;
(iii) Salt spray performance; and
(iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the phosphate coatings at 500x and 1000x magnification.
(2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.
(3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.
(4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.
(5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 1008 hours neutral salt spray resistance IAW ASTM B117.
(6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.
(7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.
(e) Production Testing Clarifications
(1) At a minimum, ongoing production quality tests shall conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.
(2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.
(3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 504 hours neutral salt spray resistance IAW ASTM B117.
********** End of Narrative **********

*** END OF NARRATIVE E0001 ***

DELIVERIES OR PERFORMANCE

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| 2 | 52.247-34 | F.O.B. DESTINATION (JAN 1991) | FEB/2006 |
| 3 | 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999 |
| 4 | 252.211-7003 | ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023) | JAN/2023 |

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

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

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

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

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

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

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

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

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

identification, or optical memory cards.

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| N/A | |

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| N/A | IUID is not required for this action. |

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

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and

storage for a Major Defense Acquisition Program as specified in
Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

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

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

(ii) The issuing agency code--

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

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

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and

Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/ .

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number 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)

FS6457

Delivery Schedule for Delivery Orders

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 370 days after the delivery order date; and/or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 280 days after delivery order date.

(iii) You will deliver 18 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; and/or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first

delivery order, deliveries will start ___ days after delivery order date.

********** End of Narrative **********

FS6458

Long Term Contracts FOB Destination

For the purpose of offerors preparing FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

100% XR Wolf Anniston Munitions Center (BA4)

********** End of Narrative **********

FS7003

Depot Addresses for the Applicable Mode of Shipments: In-The-Clear Addresses

For Delivery, consult the Transportation Office for the applicable Depot as referenced below or Commercial carriers should consult the Transportation Facilities Guide (TFG) within the Global Freight Management (GFM) system for detailed instructions.

DLA Distribution- Susquehanna
Defense Dist. Depot
Susquehanna
New Cumberland, PA 17070-5001
Rail/ Motor SPLC*: 206721 and 209405
MILSTRIP Address Code: W25G1U
Transportation Office: (717) 770-6091 or 1-800-307-8496

DLA Distribution- San Joaquin
XU Def Dist. Depot
San Joaquin
25600 S. Chrisman Rd.
Rec Whse 10
Tracy, CA 95304-5000
Rail/ Motor SPLC*: 875670 / 875675 / 875694
MILSTRIP Address Code: W62G2T
Transportation Office: (209) 839-5396

DLA Distribution- Anniston
Anniston Army Depot
Bynum, AL 36201-5021
Rail/ Motor SPLC*: 471995 / 471996 / 471974
MILSTRIP Address Code: W31G1Z
Transportation Office: (256)676-2574 or (256) 676-2712

DLA Distribution- Letterkenny
Letterkenny Army Depot
Chambersburg, PA 17201-4150
Rail/ Motor SPLC*: 209741 / 209770 / 209740
MILSTRIP Address Code: W25G1R
Transportation Office: (717) 267-5220

DLA Distribution- Red River
Red River Army Depot
Texarkana, TX 75507-5000
Rail/ Motor SPLC*: 661136 / 661157 / 661150
MILSTRIP Address Code: W45G19 / W562RM / SW3227

Prior to delivery, contact DLA Distribution Red River, TX Truck Control for an appointment: 903-716-3577 or ddrt.truck@dla.mil

For Truck Deliveries, enter the following address for GPS:
RRAD Commercial Truck Entrance
100 Armory Dr. BLDG 740
New Boston, TX 75570
(903) 334-1246 / 1245
DLA Distribution- Tooele
Tooele Army Depot
Warner, UT 84074-5003
Rail/ Motor SPLC*: 764538 and 764535
MILSTRIP Address Code: W67G23
Transportation Office: (435) 833-2992 or (435) 833-5117

*SPLC indicates Standard Point Locator Code.

**********

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot (San Joaquin)

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

**********

Appointments for FOB Origin shipments should be coordinated with DCMA Transportation. For FOB Origin shipments, or for FOB Destination shipments outside of the Continental United States, Contractors performing under DCMA Administered contracts may request support with shipment and labeling via the Shipping Instructions Request (SIR) Module found at https://www.dcma.mil. This module is available under the eTools tab and can be used by suppliers to send requests for shipping instructions to the DCMA Transportation Office. Contractor user permission is gained via the External Web Access Management (EWAM) within DCMA eTools at https://www.dcma.mil/aboutetools/ utilizing a commercial user account. Once registered, when preparing for shipment a contractor can use the SIR module to request shipping instruction assistance from the cognizant DCMA Transportation Officer (TO) at the responsible Contract Management Office (CMO). The DCMA Transportation Officer reviews contractor request for shipping instructions and determines the necessary shipping documents needed. Upon completion of processing, the applicable documents and labels will be available for retrieval within the DCMA SIR tool. For further assistance, online training is available at https://www.dcma.mil/eTools/Training-A-Z/, or by contacting the DCMA IT Help Desk at 888-576-3262.

********** End of Narrative **********

FS7201

Delivery of Supplies from Foreign Firms to U.S. Port of Entry

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The FOB point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-

129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

********** End of Narrative **********

*** END OF NARRATIVE F0001 ***

CONTRACT ADMINISTRATION DATA

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 252.232-7006 | WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) | JAN/2023 |

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items

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

Invoice and Receiving Report

(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.

Invoice and Receiving Report

(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 | See page 1 or schedule |
| Issue By DoDAAC | See page 1 or schedule |
| Admin DoDAAC** | See page 1 or schedule |
| Inspect By DoDAAC | See page 1 or schedule |
| Ship To Code | See page 1 or schedule |
| Ship From Code | N/A |
| 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 |

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

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

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

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

(g) WAWF point of contact.

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

N/A

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

(End of clause)

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS
HS7101

Required Use of Electronic Contracting

(a) All contract awards, modifications, and delivery orders issued by DLA Weapons Support (Warren) will be issued electronically. Many provisions/clauses appear "by reference," meaning only clause titles and regulation cite are listed; their full texts can be found at the website, www.ecfr.gov, under Title 48.

(b) In order to be eligible to receive an award under this solicitation, the successful Offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at: https://sam.gov/SAM/.

(c) The Contractor will receive an electronic notice of the Award, Modification, or Delivery Order via e-mail.

********** End of Narrative **********

HS7144

Demilitarization and Trade Security Control Requirements and Procedures

I. Demil and Trade Security Controls (TSCs) Summary:

A. This procurement action has a demilitarization and/or TSC consideration requirement. The demilitarization and trade security control provisions in this solicitation implement the policy and requirements of the "Arms Export Control Act," 22 United States Code (U.S.C.), Section 2778, the "International Traffic in Arms Regulations (ITAR)" at 22 Code of Federal Regulations (CFR), Parts 120-130, the "Export Administration Regulations (EAR)", at 15 CFR 730-774 and the "Export Administration Act". Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, "Reporting, Redistribution, and Disposal of Contractor Inventory" and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, "DISPOSAL OF SURPLUS PROPERTY."

B. Demilitarization and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractor's compliance with all existing TSC regulations. The waiver approval process is described in paragraph VII of this clause.

C. The DoD policy and requirements for demilitarization and TSCs are contained in the DoD 4160.21-M-1, Demilitarization and TSCs Manual. This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demilitarization and TSCs Manual and the Demilitarization and TSC Clause herein, the Demilitarization and TSCs Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of "contract excess property." The requirements under this clause are applicable to any Contractor and/or Subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, Contractor/Subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The demilitarization and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders'/Offerors' proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the Government's demilitarization and TSC requirements.

F. In general, the demilitarization requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demilitarization requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demilitarization requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demilitarization obligations under this clause. The Contractor will provide a copy of demilitarization certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demilitarization of excess U.S. Government furnished equipment (GFE)/technical data provided to a Contractor in support of this contract; see excess GFE definition II. b. below. If the Contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The Contractor agrees that demilitarization performed under this contract will be conducted in accordance with this clause or DoD 4160.21-M-1, Demilitarization and TSCs Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. "Contract excess property" is property of the type covered by this contract for which the Contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demilitarization code unless waived by the DoD Demilitarization PM.

B. "Excess GFE" is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contract's requirements, which the Government does not want returned during or at the completion of the contract.

C. "Demilitarization" is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition. The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. "Scrap" is material that has no value except for its basic material content.
E. "Munitions list item (MLI)" is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. "Commerce control list item (CCLI)" is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, electronics), software, or a particular technology.

G. "Trade security control (TSC)" is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

H. "Commercial type property" is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

I. "Significant military equipment (SME)" is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demilitarization as prescribed in DoD 4160.21-M-1, Demilitarization and TSCs Manual, appendix 4.

J. "Ammunition, explosives, and dangerous articles (AEDA)" is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demilitarization. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demilitarization and TSCs. This clause is applicable to prime and Subcontractors.

IV. Contractor Demilitarization and TSCs:

A. The Contractor will demilitarization and apply TSCs as required on all contract excess property as dictated by the Government assigned demilitarization code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demilitarization codes and definitions can be accessed per paragraph VIII of this clause.

B. The Contractor will contact the PCO for declassification, safety and demilitarization instructions for contract excess property with an assigned demilitarization code of "P", "F", or G".

C. The Contractor will demilitarization all associated excess technical data.

V. Demilitarization Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demilitarization of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demilitarization.

B. Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demilitarization of contract excess property produced under this contract.

C. The Government Quality Assurance Representative (QAR) will forward all demilitarization certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demilitarization certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demilitarization Certification and Verification Certificate will become part of the contract file.

D. A Contractor's representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demilitarization verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demilitarization; and both shall sign and date the DA Form 7579 available at http://www.apd.army.mil/.

VI. Demilitarization Waivers:

A. The Contractor may request a demilitarization waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demilitarization and TSC laws and regulations. All requests for demilitarization waivers must be submitted in writing through the PCO and the Army's Demilitarization PM to the DoD Demilitarization PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final DD Form 250 for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demilitarization waiver is not granted within 45 days of submission, the demilitarization request shall be deemed disapproved. The Contractor is not entitled to demilitarization waiver. Contact the PCO for additional specific guidance.

B. When a demilitarization waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes - any disputes concerning this clause shall be addressed in accordance with the "Disputes" clause in this solicitation/contract.

VIII. Contractor Access and Identification of Demilitarization Requirements:

A. Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the following steps:

1. Logon to Army Electronic Product Support (AEPS) Website https://aeps.ria.army.mil/. This displays the U.S. Army Materiel Command Army Electronic Product Support Website entrance portal.
2. Click on "Accept." This displays the Public Applications page.
3. If you have an AEPS account, go to step 4 below. First time users, click on "How to Enter AEPS" and then follow instructions for Government Contractors to establish an AEPS account.
4. Click on "Enter AEPS" and enter your UserID and Password.
5. Under Popular Applications, click on "Contractor Demilitarization Code Query" which displays an interactive searchable database containing all part numbers that have been assigned a National Stock Number (NSN) in the FLIS.
6. Click on the icon "Demilitarization Code Definitions" provided on this web page. Print these definitions for future reference and close the screen.

B. The Contractor's demilitarization requirement:

1. The Contractor's demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.

2. Identify the current demilitarization code assigned by entering the part number (P/N) or National Item Identification Number (NIIN) of the property in question and click on Enter.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

3. Result will be the current demilitarization code. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

C. Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the Government are:

Option 1:

1. Have the Contractor demilitarize the excess GFE per the assigned demilitarization code.

2. The cost of Contractor demilitarization will be negotiated.

3. The PCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.

4. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.

2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.

3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CCLE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoD 4160.21-M-1, Demilitarization and TSCs Manual.

4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoD 4160.21-M-1, Demilitarization and TSCs Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoD 4160.21-M-1, Demilitarization and TSCs Manual.

IX. Demilitarization and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

Non-MLI/or Non-CCLI DEMIL Code A Commercial No DEMIL Required
MLI-Non-SME DEMIL Code - B NO DEMIL Required, TSC Required EUC DLA Form 1822
MLI/SME DEMIL Code - C DEMIL Required, TSC Required EUC DLA Form 1822
MLI/SME DEMIL Code - D DEMIL Required, TSC Required EUC DLA Form 1822
MLI/Non-SME DEMIL Code - E DEMIL Required, TSC Required EUC DLA Form 1822
MLI/SME DEMIL Code - F DEMIL Required, TSC Required EUC DLA Form 1822
MLISME DEMIL Code - G DEMIL Required, TSC Required EUC DLA Form 1822
MLI/SME DEMIL Code - P DEMIL Required, TSC Required EUC DLA Form 1822
EAR/CCLI DEMIL Code Q Dual Use / Commercial No DEMIL Required, TSC Required EUC DLA Form 1822

********** End of Narrative **********ar

*** END OF NARRATIVE H0001 ***

**Name of Offeror or Contractor:**

CONTRACT CLAUSES

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) -- ALTERNATE I (NOV 2021) | NOV/2021 |
| 2 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2020 |
| 3 | 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN/2017 |
| 4 | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026) | FEB/2026 |
| 5 | 52.204-91 | CONTRACTOR IDENTIFICATION (FEB 2026) | FEB/2026 |
| 6 | 52.208-90 | GOVERNMENT SUPPLY SOURCES (FEB 2026) | FEB/2026 |
| 7 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026) | FEB/2026 |
| 8 | 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026) | FEB/2026 |
| 9 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| 10 | 52.212-4 | CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) | FEB/2026 |
| 11 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026) | FEB/2026 |
| 12 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| 13 | 52.222-3 | CONVICT LABOR | JUN/2003 |
| 14 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (FEB 2026) | FEB/2026 |
| 15 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| 16 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS ((FEB 2026) | FEB/2026 |
| 17 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026) | FEB/2026 |
| 18 | 52.223-23 | SUSTAINABLE PRODUCTS (FEB 2026) | FEB/2026 |
| 19 | 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024) | MAY/2024 |
| 20 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB/2013 |
| 21 | 52.232-11 | EXTRAS | APR/1984 |
| 22 | 52.232-17 | INTEREST | MAY/2014 |
| 23 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT | OCT/2018 |
| 24 | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN/2013 |
| 25 | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023) | MAR/2023 |
| 26 | 52.233-3 | PROTEST AFTER AWARD (FEB 2026) | FEB/2026 |
| 27 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026) | FEB/2026 |
| 28 | 52.240-91 | SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026) | FEB/2026 |
| 29 | 52.240-92 | SECURITY REQUIREMENTS (FEB 2026) | FEB/2026 |
| 30 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| 31 | 52.243-1 | CHANGES--FIXED PRICE | FEB/2026 |
| 32 | 52.244-5 | COMPETITION IN SUBCONTRACTING (AUG 2024) | AUG/2024 |
| 33 | 52.246-26 | REPORTING NONCONFORMING ITEMS (AUG 2024) | AUG/2024 |
| 34 | 52.248-1 | VALUE ENGINEERING | JUN/2020 |
| 35 | 52.253-1 | COMPUTER GENERATED FORMS | FEB/2026 |
| 36 | 252.270-7002 | Pilot Program To Incentivize Contracting With Employee-Owned Businesses (Nov 2024) | NOV/2024 |
| 37 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| 38 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022) | DEC/2022 |
| 39 | 252.204-7000 | DISCLOSURE OF INFORMATION | OCT/2016 |
| 40 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 41 | 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1) | MAY/2024 |
| 42 | 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023) | JAN/2023 |
| 43 | 252.204-7018 | PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023) | JAN/2023 |
| 44 | 252.204-7020 | NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023) | NOV/2023 |
| 45 | 252.204-7021 | CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS(NOV2025) | JAN/2023 |
| 46 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) | MAY/2019 |

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 47 | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023) | JAN/2023 |
| 48 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | MAR/2022 |
| 49 | 252.225-7005 | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES | JUN/2005 |
| 50 | 252.225-7007 | PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES | DEC/2018 |
| 51 | 252.225-7009 | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023) | JAN/2023 |
| 52 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | APR/2022 |
| 53 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| 54 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023) | JAN/2023 |
| 55 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| 56 | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN/1997 |
| 57 | 252.225-7048 | EXPORT-CONTROLLED ITEMS | JUN/2013 |
| 58 | 252.225-7052 | RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024) | MAY/2024 |
| 59 | 252.225-7056 | PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023) | JAN/2023 |
| 60 | 252.225-7060 | PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023) | JUN/2023 |
| 61 | 252.225-7064 | RESTRICTION ON ACQUISITION OF CERTAIN SATELLITE COMPONENTS (MAY 2024) | MAY/2024 |
| 62 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025) | AUG/2025 |
| 63 | 252.227-7037 | VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA (JAN 2025) | JAN/2025 |
| 64 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | DEC/2018 |
| 65 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| 66 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 67 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) | DEC/2022 |
| 68 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) | NOV/2023 |
| 69 | 252.244-7001 | CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (JAN 2025) -- ALTERNATE I (JAN 2025) | JAN/2025 |
| 70 | 252.246-7001 | WARRANTY OF DATA (MAR 2014) -- ALTERNATE II (MAR 2014) | MAR/2014 |
| 71 | 252.246-7003 | NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023) | JAN/2023 |
| 72 | 252.246-7007 | CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN2023) | JAN/2023 |
| 73 | 252.246-7008 | SOURCES OF ELECTRONIC PARTS (JAN 2023) | JAN/2023 |
| 74 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024) | OCT/2024 |
| 75 | 252.204-7025 | NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL (NOV 2025) | NOV/2025 |

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

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: _____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for

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

(End of provision)

76 52.209-1 QUALIFICATION REQUIREMENTS (FEB 2026) FEB/2026

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

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

Competition Management Office

By E-Mail: HYPERLINK "mailto:usarmy.detroit.tacom.mbx-lcmc-competition-management-office@army.mil"usarmy.detroit.tacom.mbx-lcmc-competition-management-office@army.mil

By Mail: 6501 E. 11 Mile Rd.
ATTN: AMSTA-CSC-M, MS 309
Warren, MI 48397-5000

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

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number (to the extent known)

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

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

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

(End of Clause)

77 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) SEP/1989

(a) The Contractor shall test 03 unit(s) of Lot/Item 0011AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to ACO marked "First Article Test Report: Contract No. _____, Lot/Item No. _____". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

78 52.216-18 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 years from 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)

79 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 89 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 111 EA;

(2) Any order for a combination of items in excess of 111 EA; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (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)

80 52.216-22 INDEFINITE QUANTITY OCT/1995

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective 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 after contract award.

(End of Clause)

81 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV2023) NOV/2023

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

82 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

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

(End of clause)

83 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026) FEB/2026

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

84 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) FEB/2026

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

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

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

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

(End of clause)

85 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) FEB/2026

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

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

(End of clause)

86 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) FEB/2026

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

(b)The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or

Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert None) Identification No.

_____

_____

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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| 87 | 52.240-93 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (FEB 2026) | FEB/2026 |

(a)Definitions. As used in this clause

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

Federal contract information

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

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

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

Instruction (CNSSI) 4009).

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

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

(b)Safeguarding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

88 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FEB/1998

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

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

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

(End of Clause)

89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) NOV/2020

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

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

(End of Clause)

90 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

| MATERIAL (If None, Insert None.) | ACT |
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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

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

this contract).

(End of clause)

91 252.225-7013 DUTY-FREE ENTRY (AUG 2025) AUG/2025

Definitions. As used in this clause

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

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

"Eligible product" means

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

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

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

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

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

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

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

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

(c) The Contractor shall

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

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

(i) Scrap or salvage; or

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

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

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

(b) of this clause; and

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

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

(1) Consign the shipments to the appropriate

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

(ii) Military installation; and

(2) Include the following information:

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

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

(iii) Identification of the carrier.

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

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

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

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

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

(f)Preparation of customs forms.

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

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

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

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

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

(g) The Contractor shall

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

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

(3) Mark on the exterior of all packages

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

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

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

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

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

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

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

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

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

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

(9) List of items purchased;

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

(i) Scrap or salvage; or

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

(11) Country of origin; and

(12) Scheduled delivery date(s).

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

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

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

(j) The Contractor shall

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

(i) Qualifying country components; or

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

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

(3) Include in applicable subcontracts

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

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

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

(End of clause)

92 252.225-7021 TRADE AGREEMENTS -BASIC (FEB 2024) FEB/2024

(a) Definitions.As used in this clause

**Name of Offeror or Contractor:**

Caribbean Basin country end product

(1) Means an article that

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(2) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of

(i) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(ii) Tuna, prepared or preserved in any manner in airtight containers; and

(iii) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is

(i) A commercial product (as defined in paragraph (1) of the definition of commercial product in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Designated country means

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand North
Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain,Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country end product means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Free Trade Agreement country end product means an article that

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

Least developed country end product means an article that

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

Nondesignated country end product means any end product that is not a U.S.-made end product or a designated country end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

Germany

Greece

Israel

Italy

Japan

Latvia

Lithuania

Luxembourg

Netherlands

Norway

Poland

Portugal

Slovenia

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

Qualifying country end product means

(1) An unmanufactured end product mined or produced in a qualifying country; or

(2) An end product manufactured in a qualifying country if

(i) The cost of the following types of components exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(ii) The end product is a COTS item.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-made end product means an article that

(1) Is mined, produced, or manufactured in the United States; or

(2) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

WTO GPA country end product means an article that

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Governments requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is availableat http://www.usitc.gov/tata/hts/bychapter/index.htm . The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of Caribbean Basic country end product within paragraph (a) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United StatesCaribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United StatesCaribbean Basin Trade Partnership Act.

(End of clause)

93 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS FEB/2024
(DEVIATION 2024-O0006, REVISION 1) (FEB 2024)

(a) Definitions. As used in this clause
Business operations means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include

(1) Any shipment subject to price caps as specified in the

(i) Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil, issued on December 2, 2022, between member countries of that coalition; or

(ii) Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington, issued on February 4, 2023, between such members, if such shipment complies with the applicable
price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the
Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including

(1) Any action to secure or divest from facilities, property, or equipment;
(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;
(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

(End of clause

IS7002

Mandatory Use of Contractor to Government Electronic Communication

(a) All references in the contract to the submission of written documentation shall mean electronic submission.

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) Upon award, the Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. Additionally, the Contractor shall provide the Procuring Contracting Officer (PCO) with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(d) Unless exempted by the PCO in writing, all unclassified written communication after contract award shall be transmitted electronically.

********** End of Narrative **********

*** END OF NARRATIVE I0001 ***

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2007 |
| 2 | 52.240-90 | SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS | FEB/2026 |
| 3 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022) | SEP/2022 |
| 4 | 252.204-7008 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS | OCT/2016 |
| 5 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| 6 | 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime | MAY/2022 |
| 7 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025) | JAN/2025 |
| 8 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| 9 | 252.225-7059 | PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION-REPRESENTATION (JUN 2023) | JUN/2023 |

(a) Definitions. "Forced labor" and "XUAR", as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

| | | | |
|---|---|---|---|
| 10 | 52.207-4 | ECONOMIC PURCHASE QUANTITY-SUPPLIES | AUG/1987 |

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

_____
_____
_____
_____

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

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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

(End of Provision)

11 52.225-18 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) PSC 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)

12 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION DEC/2019

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov ) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] 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.

(End of provision)

13 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION MAY/2021

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

**Name of Offeror or Contractor:**

(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)

| | | | |
|---|---|---|---|
| 14 | 252.225-7010 | COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE | JUL/2009 |

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____

_____

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

15 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC NOV/2014

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

| (Line Item Number) | (Country of Origin) |
|---|---|
| _____ | _____ |
| _____ | _____ |

(End of provision)

16 252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS?REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024) MAR/2024

(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.

(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas

(i) Through the Russian Federation for sale outside of the Russian Federation; and

**Name of Offeror or Contractor:**

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

17 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003) APR/2021

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

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

(End of provision)

KS7008

Authorized Negotiators

Please identify the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals / quotes:

PERSONS AUTHORIZED TO NEGOTIATE

NAME TITLE TELEPHONE NUMBER EMAIL

_____

********** End of Narrative **********

KS7021

Representation of Intent to Supply a Source Controlled Item

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their non-listed part numbers.

REPRESENTATION

(1) On (date) we manufactured and supplied to (approved manufacturer) items to which we have assigned our part Number_____
(Approved manufacturer) then redesignated our item with their part number without reworking or modifying our item in any way, and without rejecting more than % of the total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number that are identical to items supplied by (approved manufacturer) under their part number .

********** End of Narrative **********

KS7414

Verification of Eligibility of Small Business Joint Ventures
A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

(A) Small business;
(B) Service-disabled veteran-owned small business;
(C) Women-owned small business (WOSB) under the WOSB Program;
(D) Economically disadvantaged women-owned small business under the WOSB Program; or
(E) Historically underutilized business zone small business.

**********End of Narrative **********

*** END OF NARRATIVE K0001 ***

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | Regulatory Cite | Title | Date |
|---|---|---|---|
| 1 | 52.204-7 | SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026) | FEB/2026 |
| 2 | 52.212-1 | INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) | FEB/2026 |
| 3 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| 4 | 52.214-35 | SUBMISSIONS OF OFFERS IN U.S. CURRENCY | APR/1991 |
| 5 | 252.204-7019 | NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS | NOV/2023 |
| 6 | 252.204-7024 | Notice on the Use of the Supplier Performance Risk System (Mar 2023) | MAR/2023 |
| 7 | 252.215-7010 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023) | MAY/2024 |
| 8 | 252.215-7013 | SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023) | JAN/2023 |
| 9 | 252.270-7000 | Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Representation (Nov 2024) | NOV/2024 |
| 10 | 252.270-7001 | Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Subcontracting Certification (Nov 2024) | NOV/2024 |
| 11 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008 |

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

(End of Provision)

12 52.233-2 SERVICE OF PROTEST (FEB2026) FEB/2026

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

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

(End of Provision)

13 252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA JAN/2018

The Offeror shall submit the cost portion of the proposal via the following electronic media:

Submit the cost or pricing portion of the proposal formatted in excel.

(End of provision)

14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of provision)

15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

LS6309

Contract Price Reduction for Waiver of FAT (Separately Priced) - ALT I

(a) All offerors are required to insert an amount for 0016AA which represents the full price for FAT.

(b) In addition, those offerors intending to request a waiver of the First Article approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful Offeror requests and is granted a waiver, the dollar amount entered for 0016AA will be deducted from the total quote or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

********** End of Narrative **********

LS7006

Data and Communications Submitted to the Government Electronically

(a) The Government often employs Contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential Contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

********** End of Narrative **********

LS7017

Source Notes on Drawings Conform to Mil Tech Data Requirements

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

********** End of Narrative **********

LS7021

Notice Regarding Required Manufacturer's Part Number / Source Controlled Components / Source Controlled Contract Items

(a) This acquisition may contain one of the following:

(i) It may be restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Please see the narrative entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation.

(ii) It is possible at least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. Please see the narrative entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation.

(iii) The drawings in the Technical Data Package for this requirement may contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings.

(b) With the exceptions described in paragraph c below, and in the narrative entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, Offeror agrees to supply one of the required part numbers unless the conditions set forth either in paragraph (c) below or in the narrative entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM are met.

(c) Required Approval for Equivalent Items

(1) If a firm manufactures an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

i. Prior to receipt of this solicitation, the firm must have received written Government Engineering approval of a test procedure on its non-listed item.

ii. The firm must indicate in its offer the date of the written Government Engineering approval of its test procedure, and the name and title of the approving official.

iii. The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final Government Engineering approval of the summary report furnished at the conclusion of independent testing; and

iv. The firm must have secured final written approval of its part from Government Engineering by the time of bid opening (in the case of formally advertised acquisitions) or by the time of contract award (in the case of negotiated acquisitions).

v. Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (c)1 above in making an award when it is clearly established that written approval from Government Engineering of a non-listed part number can be obtained without delay in the anticipated date of award.

(2) When the foregoing conditions are met, the Government reserves the right to make an award for a non-listed item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(3) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

(d) It is the responsibility of each Offeror to ensure the availability of sufficient quantities of source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (e) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

(e) Required Approval for Alternatives to the Source-Controlled Component:

(1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

-- Prior to receipt of this solicitation, the firm must have received written Government Engineering approval of a test procedure on its proposed equivalent component.

-- The firm must indicate in its offer the date of the written Government Engineering approval, and the name and title of the approving official.

-- The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final Government Engineering approval of the summary report furnished at the conclusion of testing; and

-- The firm must have secured final written approval of its part from Government Engineering by the time of bid opening (in the case of formally advertised acquisitions) or by the time of contract award (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established that written approval of a non-listed part from Government Engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, Offeror will not be eligible for award unless agreeing to furnish the source-controlled item(s) from the indicated source(s).

(3) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

(f) If the drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply have previously furnished the items depicted on the drawings, these notes also specify some sort of approval requirement, typically phrased in one of the following ways:

(1) or equal
(2) or approved substantial equal
(3) Ordnance Corps approval required
(4) Ordnance Corps Engineering approval required

(g) With the exceptions described in paragraph (h) below, and in the narrative entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM), the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any Offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(h) Required Approval for Non-listed Part Number:

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a non-listed part number must:

-- have received, prior to receipt of this solicitation, written TACOM approval of a test plan on its item, designed to demonstrate that the non-listed part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;

-- indicate in its offer the date of the formal Government Engineering approval of the test plan, and the name and title of the approving official;

-- be in the process of having its non-listed part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final Government Engineering approval of the summary report furnished at the conclusion of testing; and

-- have secured final written approval of its part from Government Engineering by the time of bid opening (in the case of formally advertised acquisitions) or by the time of contract award (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established that written approval from Government Engineering can be obtained without delay in the anticipated date of award.

(3) Any firm that cannot comply with conditions in paragraph (c) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin the qualification procedure to gain approval of such non-listed part number for purposes of future acquisition action. Please see the narrative entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Section L.

********** End of Narrative **********

LS7055

Acquisition of New Facilities, Special test Equipment or Special Tooling

It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling. The Government shall under no circumstances reimburse the Offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An Offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

********** End of Narrative **********

LS7091

Part Numbers Not Currently Approved

As specified elsewhere in this solicitation, part or all of the contract item to be procured is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the Contract Specialist at the email address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an inquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to the already approved item.

********** End of Narrative **********

LS7233

Agency Protests

Companies protesting this procurement may file a protest 1) with the Procuring contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Procuring Contracting Officer; this process is not an appellate review of a Procuring Contracting Officer's decision on a protest previously filed with the Procuring Contracting Officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Procuring contracting officer.

NOTE: DLA Agency Protests for DLA Weapons Support (Warren) shall be filed with:

Chief of the Contracting Office
DLA Weapons Support (Warren)
Mail Stop 729; ZG
6501 E. Eleven Mile Road
Warren, MI 48397-5000

Contracting Officer Protests shall be submitted to the Contracting Officer designated in the solicitation or award.

********** End of Narrative **********

LS7304

Provision for Waiver of Required First Article Approval

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section I of this solicitation may be waived by the Government, provided that the Offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test (FAT) must provide sufficient information in order for the Government to determine whether the request is to be approved. If the Offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found as an attachment/exhibit to the solicitation or by contacting the Contract Specialist on page 1.

The Offeror's request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the Offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The Offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The Offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officer's (ACO's) or Procuring Contracting Officer's (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a FAT report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a FAT report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the Offeror's proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the Offeror shall contact the PCO for further instruction.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F of this solicitation.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a FAT.

********** End of Narrative **********

LS7425

Offeror's Quality Assurance System

(a) This solicitation will result in a contract that will require the Contractor to use a quality-assurance system to ensure the

quality of the contract items.

(b) To allow DLA Weapons Support (Warren) to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation.

(1) If the Government is requiring ISO 9001:2015 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation.

(2) If the Government is requiring ISO 9001:2015 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2015 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, identify the name of the quality system you intend to use and provide a description of your proposed system in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

(i) Achieves defect prevention, and

(ii) Provides process control, and

(iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another DLA Weapons Support (Warren) solicitation within the previous 90 days, you could either send us another copy or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

********** End of Narrative **********

LS7830

Notice of Offerors Intending to Offer Other Than New Material

(a) The Government intends to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the Contractor has proposed the use of such supplies, and the Procuring Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Procuring Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material must contact the Contracting Office listed on the first page of this solicitation to obtain an Other Than New Material Worksheet. Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Procuring Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

********** End of Narrative **********

LS7900

E-mail Offer Submissions
(a) Vendors shall email offers to the Contracting Specialist identified on the cover page of the solicitation. The email shall include subject header: Proposal Submission SPRDL1-XX-X-XXXX (company name) on the solicitation.
(b) Submissions must be received by the deadline as stated in the solicitation. All electronics formats are acceptable, PDF format is preferred.
(c) An electronic read-receipt is recommended for submission confirmation. Vendors will receive an e-mail reply by the Contracting Specialist stating whether the e-mail was received by the deadline.
(d) Questions regarding email submissions should be directed to the Contracting Specialist identified on the cover page of the solicitation.

********** End of Narrative **********

*** END OF NARRATIVE L0001 ***

EVALUATION FACTORS FOR AWARD
MS6314

ALT I Evaluation Factors for First Article Test Requirement

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an Offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that Offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, Item 0016AA) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the Offeror in Section B, Item 0016AA, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0016AA of this solicitation, the Government reserves the right to evaluate the offer based upon the price for all CLIN(s), including the First Article Testing (FAT) CLIN(s), and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for all CLIN(s), including the First Article Testing (FAT) CLIN(s): the amount entered for item 0016AA will not be deducted by the Government.

********** End of Narrative **********

MS7311

Contractor Responsibility and Eligibility for Award

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

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

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

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

(b) To make sure that the Offeror meets the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to the Offeror's plant and perform a pre-award survey;

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

(c) If the Offeror does not provide the Government with the requested data within 7 days from the date of request, or if facility visit is refused, the Government may determine the Offeror non-responsible.

(d) If the Government visits the facility, please make certain that current certified financial statements and other data relevant to the bid or proposal is available for review.

********** End of Narrative **********

MS7320

Evaluation of Transportation Costs for Options (FOB Origin)

The Government will compute and identify transportation costs for the basic quantity only.

********** End of Narrative **********

MS7911

Method of Price Evaluation

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible Offeror whose offer represents the lowest evaluated price, or, if applicable, represents the best value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation costs will be evaluated as specified elsewhere in this Section, and award will be made to the responsible Offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the best value to the Government as outlined elsewhere in this solicitation.

********** End of Narrative **********

*** END OF NARRATIVE M0001 ***