SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA5	1 96

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W912CH-24-R-0205	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2025JUN05	SEE SCHEDULE

7. Issued By	Code	8. Address Offer To (If Other Than Item 7)
ACC-DTA CCTA-APN-C 6501 E. 11 MILE RD. DETROIT ARSENAL, MI 48397-5000	W912CH	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm **(hour) local time** 2026JUL31 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	CHRISTINA HERBIG	(571)	588-8863		CHRISTINA.A.HERBIG.CIV@ARMY.MIL

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition: ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
		25

24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

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

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003
0005

Buyer Name: CHRISTINA HERBIG
Buyer Office Symbol/Telephone Number: CCTA-APN-C/(571)588-8863
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

SOLICITATION: W912CH-24-R-0205

AMENDMENT: 0005

1. The purpose of this Amendment is to:

SF 1449:

a) Re-open the solicitation from 15 August 2025 to 31 July 2026. Proposals shall be submitted electronically to email address christina.a.herbig.civ@army.mil and amy.m.dombrowski.civ@army.mil, by 3:00 PM EST on 31 July 2026.

Proposal shall be valid for an additional 120 days from the closing of this amendment.

The contractor shall acknowledge this Amendment 0005 in Paragraph A.9, Acknowledgement of Amendments, of its proposal submission.

b) Update the regulation changes due to the Revolutionary FAR Overhaul (RFO) throughout the solicitation.

Section A:

a) Updated A.1.1
From: This solicitation is a total small business set-aside in accordance with FAR 19.502-2.
To: This solicitation is a total small business set-aside in accordance with RFO FAR 19.104-1.

b) Updated A.5.3
From: A.5.3 Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a),offerors are responsible for submitting proposals, and any revisions, and modifications, to be received by the Government office designated in the solicitation by the time specified.
To: A.5.3 Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with RFO FAR 15.107(a),offerors are responsible for submitting proposals, and any revisions, and modifications, to be received by the Government office designated in the solicitation by the time specified.

b) Updated A.5.7
From: All questions regarding the requirements of this solicitation and applicable attachments must be submitted by May 30, 2025, 12:00 PM EST to christina.a.herbig.civ@army.mil.
To: All questions regarding the requirements of this solicitation and applicable attachments must be submitted by July 20, 2026, 12:00 PM EST to christina.a.herbig.civ@army.mil.

Section F:

Remove:

a) FAR 52.211-8 Time of Delivery
b) FAR 52.211-17 DELIVERY OF EXCESS QUANTITIES

Added:

a) Narrative F.1 Delivery and F.2 Delivery Schedule

Section I:

Updated:

a) RFO FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)
b) RFO FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)
c) RFO FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)
d) RFO FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)
e) RFO FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)
f) RFO FAR 52.210-1 MARKET RESEARCH(FEB 2026)
g) RFO FAR 52.211-5 MATERIAL REQUIREMENTS (FEB 2026)
h) RFO FAR 52.215-2 AUDIT AND RECORDS--NEGOTIATION (FEB 2026)
i) RFO FAR 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)
j) RFO FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (FEB 2026)
k) RFO FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026)
l) RFO FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)
m) RFO FAR 52.219-33 NONMANUFACTURER RULE (FEB 2026)
n) RFO FAR 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)
o) RFO FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2026)
p) RFO FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS ((FEB 2026)
q) RFO FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)
r) RFO FAR 52.233-1 DISPUTES (FEB 2026)
s) RFO FAR 52.233-3 PROTEST AFTER AWARD (FEB 2026)
t) RFO FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)
u) RFO FAR 52.243-1 CHANGES--FIXED PRICE
v) RFO FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)
w) RFO FAR 52.253-1 COMPUTER GENERATED FORMS
x) RFO FAR 52.209-1 QUALIFICATION REQUIREMENTS (FEB 2026)
y) RFO FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (FEB 2026)
z) RFO FAR 52.232-16 PROGRESS PAYMENTS (FEB 2026)
1a) RFO FAR 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026)
1b) RFO FAR 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026)
1c) RFO FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026)
1d) RFO FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026)
1e) RFO FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026)
1f) RFO FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (FEB 2026)
1g) RFO FAR 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (EXECUTIVE ORDER 14398)2026-O0040)
1h) RFO FAR 52.204-91 Contractor Identification
1i) RFO DFARS 252.225-7013 DUTY-FREE ENTRY (AUG 2025)
1j) RFO DFARS 252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS(NOV2025)
1k) RFO DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2025)

Added:

a) RFO FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026)
b) RFO FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (FEB 2026)
c) RFO DFARS 252.227-7989 RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION OTHER THAN COMMERCIAL PRODUCTS ORCOMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)
d) RFO DFARS 252.227-7990 TECHNICAL DATA-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION (2026-O0036) (FEB 2026)
e) RFO DFARS 252.227-7991 RIGHTS IN BID OR PROPOSAL INFORMATION ((DEVIATION 2026-O0036)(FEB 2026)
f) RFO DFARS 252.227-7994 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DEVIATION 2026-O0036) (FEB 2026)
g) RFO DFARS 252.227-7996 TECHNICAL DATA-WITHHOLDING OF PAYMENT (DEVIATION 2026-O0036) (FEB 2026)
h) RFO DFARS 252.227-7997 Validation of Asserted Restrictions (DEVIATION 2026-O0036) (FEB 2026)
i) RFO DFARS 252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-O0025) (FEB 2026)

Removed:

a)52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
b)52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
c)52.204-28 Federal Acquisition Supply Chain Security Act Orders Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (Dec 2023)
d)52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
e)52.204-30 Federal Acquisition Supply Chain Security Act Orders Prohibition (Dec 2023)
f)52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS \parg)52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
h)52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)
i)252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JAN 2025)
j)252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JAN 2025)
k)252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
l)252.227-7013 Rights in Technical Data Other than Commercial Products and Commercial Services (MAR 2023)
m)252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2023)

Section K:

Updated:

a) RFO FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS
b) RFO FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTSCERTIFICATION
c) RFO FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FEB/1998
d) RFO DFAR 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Added:

a) RFO DFARS 252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions (DEVIATIONS 2026-O0036) (FEB 2026)
b) RFO FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS

Removed:

a)52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)
b)52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION
c)52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
d)52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
e)52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004)

Section L:

Updated:

a) RFO FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)
b) RFO FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)
c) RFO FAR 52.216-1 TYPE OF CONTRACT (FEB 2026)
d) RFO FAR 52.233-2 SERVICE OF PROTEST (FEB2026)
e) In L.3.2.1 updated the references to FAR 15.403-5(a)(1) to RFO FAR 15.403-4(a)(1) and replace DFARS 252.215-7008 to RFO DFARS 252.215-7992.
f) In L.2.2.1.6 updated reference FAR 15.207(c) to RFO FAR 15.108(c).
g) Changed all 52.211-8 references to F.2 Delivery Schedule.
h) Changed L.1.2.1
From: The Government specified minimum acceptance period is 180 calendar days.
To: The Government specified minimum acceptance period is 120 calendar days.
i) Updated L.3.2.1
From: In accordance with FAR 15.403-4(a)(1), certified cost or pricing data is not required for initial proposal submission. However, after initial proposal submission, if only one offer is received, the Government reserves the right to request certified cost or pricing data in accordance with DFARS 252.215-7992. In the event certified cost or pricing data is required, the offeror may submit a written request for exception based on the applicable clauses contained herein.
To: In accordance with RFO FAR 15.403-2(b)(1), certified cost or pricing data is not required for initial proposal submission. However, after initial proposal submission, if only one offer is received, the Government reserves the right to request certified cost or pricing data in accordance with RFO DFARS 252.215-7992 (DEVIATION 2026-O0048). In the event certified cost or pricing data is required, the offeror may submit a written request for exception based on the applicable clauses contained herein.

Added:

a) RFO FAR 52.215-22 Limitations on Pass-Through Charges Identification of Subcontract Effort (FEB 2026)
b) RFO DFARS 252.215-7992 ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

Removed:

a)52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
b)52.204-22 ALTERNATIVE LINE ITEM PROPOSAL
c)52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (Sep 2023)
d)52.211-2 Availability of Defense Specifications, Standards, and Data Item
Descriptions in the Acquisition Streamlining and Standardization Information System (ASSIST) Website (Sep 2023)
e)252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS

Section M:

Replace:

a) Replacement of all references to FAR 52.211-8, Time of Delivery to F.2 Delivery Schedule.
b) Replacement of all references to Discussions in Section M to Negotiations.

Updated:

a) RFO FAR 52.217-5 EVALUATION OF OPTIONS (FEB 2026)

b) Updated
From: M.1.1 The Government will only award a contract to an offeror that meets all the responsibility criteria at FAR 9.104.
M.1.2 To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:
To: M.1.1 The Government will only award a contract to an offeror that meets all the responsibility criteria at RFO FAR 9.104.
M.1.2 To make sure that an offeror meets the responsibility criteria at RFO FAR 9.104 the Government may:

c) M.4.3 Award without Negotiations. This RFP includes RFO FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting Negotiations. Where awards will be made without Negotiations, exchanges with offerors are limited to Clarifications as defined in RFO FAR 15.202(a)(2).
Therefore, the offerors initial proposal should contain the offerors best terms from a Price and non-Price Factor standpoint. However, under RFO FAR 52.215-1(f)(4), the Government reserves the right to hold Negotiations, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

d) M.5.1.3, Delivery Schedule Subfactor Adjective Ratings & Descriptions:

OUTSTANDING - Proposal provides a delivery schedule that is sooner than the solicited schedule with FAT for the respective CLIN in Section F.2 Delivery Schedule.

ACCEPTABLE - Proposal provides a delivery schedule that is equal to the solicited schedule with FAT for the respective CLIN in Section F.2 Delivery Schedule.

MARGINAL - Proposal provides a delivery schedule that is later than the solicited schedule for the respective CLIN in Section F.2 Delivery Schedule by 45 days or less.

UNACCEPTABLE - Proposal provides a delivery schedule that is later than the solicited schedule for the respective CLIN in Section F.2 Delivery Schedule by more than 45 days. Proposal is un-awardable.

e) M.5.2.1.1 to: The unit price for each separately priced CLIN, will be multiplied by the estimated quantity for the corresponding CLIN and the results added together to produce the overall price; plus M.5.2.1.2 Any downward adjustment(s) based on USG approval of FAT waiver(s) in accordance with Section M.6.2.

f)Update
From: M.5.2.2 Price Reasonableness: The Government will evaluate whether the offeror's proposed price is reasonable. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
The Government may decide of price reasonableness by any means allowable under FAR 15.404-1.
To: M.5.2.2 Price Reasonableness: The Government will evaluate whether the offeror's proposed price is reasonable. A price is reasonable

if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
The Government may decide of price reasonableness by any means allowable under RFO FAR 15.404-1.

g) Update M.5.2.3
From: Unbalanced Pricing: The Government will evaluate the Offeror's proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See FAR 15.404-1(g) for more information on unbalanced pricing.
To: M.5.2.3 Unbalanced Pricing: The Government will evaluate the Offeror's proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See RFO FAR 15.404-6 for more information on unbalanced pricing.

h) Update M.6.1
From: M.6.1 Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different sub quantities or quantity ranges (if the Government elects to exercise less than 100% of the option).
Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
To: M.6.1 Per RFO FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different sub quantities or quantity ranges (if the Government elects to exercise less than 100% of the option).
Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (RFO FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

i) Update M.7.1
From: M.7.1 If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of paragraph L.__ 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.
To: M.7.1 If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of paragraph L.6 PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price, conditioned upon the granting of a waiver, will not be considered in the evaluation process.
Under no circumstances will credit for a granted FAT waiver be applied towards an offeror's delivery schedule.

li22. **Offerors are advised that all FAR and DFARS citations throughout this solicitation reference the structures and language established by the Revolutionary FAR Overhaul (RFO).
This solicitation incorporates the streamlined parts, plain-language revisions, and agency-specific class deviations implemented under this comprehensive overhaul initiative. **

3. Amendment 0004 was not utilized.

4. All other terms and conditions, except for those addressed above, remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0005 ***

A.1 DESCRIPTION OF THE ACTION

This solicitation is intended to result in the award of a single, firm-fixed price (FFP) contract with a 100% option for the supplies specified.

A.1.1 This solicitation is a total small business set-aside in accordance with FAR 19.104-1.

A.1.2 There is a Technical Data Package (TDP) associated with this procurement. The TDP is Distribution Statement D, which limits access to Department of Defense (DoD) and U.S. DoD contractors only. Please refer to Section C.1 for additional information.

A.2 EVALUATION FACTORS FOR AWARD

Offerors are encouraged to review Section M of this solicitation for evaluation factors and basis for award.

A.3 SOLICITATION STRUCTURE

The Government will utilize North American Industry Classification System (NAICS) code 336390 (Other motor vehicle parts manufacturing). This NAICS code will also be assigned to subsequent awarded delivery orders thereunder.

A.4 System for Award Management (SAM), Size Standards, and NAICS Codes
Failure to register in SAM for the corresponding NAICS code identified in paragraph A.3 prior to submitting a proposal against this solicitation may preclude an award being made to your company. Offerors should be aware of how U.S. Small Business (SB) concerns are defined in RFO FAR Part 19, Defense Federal Acquisition Regulation Supplement (DFARS) Part 19, and 13 CFR 121, Small Business Size Regulations. Offerors are advised to review 13 CFR 121.103, "How does SBA Determine Affiliation".

A.5 Electronic Contracting

A.5.1 All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (https://www.sam.gov). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

A.5.2 Interested offerors shall submit a proposal via email to the Contract Specialist (Christina.A.Herbig.civ@army.mil) and cc the corresponding Contracting Officer (amy.m.dombrowski.civ@army.mil) with the subject header:

Proposal Submission - W912CH-24-R-0205 (company name).

Once a proposal is received, the Contract Specialist/Contracting Officer will reply with the respective Offeror stating receipt of proposal submission.

A.5.3 Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with RFO FAR 15.107(a),offerors are responsible for submitting proposals, and any revisions, and modifications, to be received by the Government office designated in the solicitation by the time specified.
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.

A.5.4 Solicitations may remain posted on www.SAM.gov after the solicitation closing date.

A.5.5 Any award 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 the Governments 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 an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

A.5.6 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 Procurement Technical Assistance Center (PTAC) website at http://www.aptac-us.org/ to locate a regional center.

A.5.7 All questions regarding the requirements of this solicitation and applicable attachments must be submitted by 20 July, 2026, 12:00 PM EST to christina.a.herbig.civ@army.mil. The Government shall review all questions received but is not obligated to answer questions submitted after the date noted above prior to the solicitation close date.

A.6 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

A.6.1 This solicitation and resulting contract contains technical data whose export is restricted by the Army Export Control Act (section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50,

United States Code). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25 and DoD Instruction 2040.02. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

A.6.2 To be eligible to gain access to this export controlled TDP (via SAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, an offeror may request the TDP in accordance with the solicitation's Section C Technical Data Package instructions.

A.6.3 Upon completion of the purposes for which Government Technical Data has been provided, the offeror, and all subcontractors, vendors, and sub-vendors of the offeror, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.

A.6.4 Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

A.7 ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

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

A.8 ALL OR NONE

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

A.8.1 ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

A.8.2 OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

A.9 ACKNOWLEDGEMENT OF AMENDMENTS

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

Amendment Number:	Date:
_____	_____
_____	_____
_____	_____
_____	_____

*** END OF NARRATIVE A0001 ***

SOLICITATION: W912CH-24-R-0205
AMENDMENT: 0001

1. The purpose of this Amendment is to:

SF 1449:

a) Extend the Offer Due Date from 07 July 2025 to 23 July 2025.

Section J:

a) Replace Attachment 0003 SPECIAL PACKAGING INSTRUCTION - AK16760627 26-MAR-2019 with
Attachment 0003 Attachment 0003 SPECIAL PACKAGING INSTRUCTION - AK16760627 REVISION A 26-JUN-2026

2. All other terms and conditions, except for those addressed above, remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0002 ***

SOLICITATION: W912CH-24-R-0205

AMENDMENT: 0002

1. The purpose of this Amendment is to:

SF 1449:

a) Extend the Offer Due Date from 23 July 2025 to 01 August 2025.

2. All other terms and conditions, except for those addressed above, remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0003 ***

SOLICITATION: W912CH-24-R-0205

AMENDMENT: 0003

1. The purpose of this Amendment is to:

SF 1449:

a) Extend the Offer Due Date from 01 August 2025 to 15 August 2025.

2. All other terms and conditions, except for those addressed above, remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0004 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SUPPORT KIT,AUXILIA NSN: 2541-01-676-0627 Mfr CAGE: 19207 Mfr Part Number: 57K7284				
0001AA	PRODUCTION QUANITY	88	EA	$_____	$_____
	COMMODITY NAME: SUPPORT KIT,AUXILIA CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH4C0295EH PRON AMD: 05 AMS CD: SM2B1100000 Description/Specs./Work Statement TOP DRAWING NR: 57K7284 DATE: 18-FEB-2015 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4032028V W562RP J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 88 0660 FOB POINT: Destination SHIP TO: (W562RP) SR W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON 7 FRANKFORD AVE 362 ANNISTON,AL,36201-4199				
0002	SUPPORT KIT, AUXIL NSN: 2541-01-676-0627 Mfr CAGE: 19207 Mfr Part Number: 57K7284				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	UNEXERCISED OPTION QUANITY COMMODITY NAME: SUPPORT KIT, AUXIL CLIN CONTRACT TYPE: Firm Fixed Price OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY---SEPARATELY PRICED LINE ITEM (FAR 52.217-7). The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly. (End of narrative B001) Description/Specs./Work Statement TOP DRAWING NR: 57K7284 DATE: 18-FEB-2015 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE D.1 UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 88 0300 FOB POINT: Destination SHIP TO: (W562RP) SR W0LX ARMY GENERAL SUPPLY DLA DISTRIBUTION ANNISTON 7 FRANKFORD AVE 362 ANNISTON,AL,36201-4199	88	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FIRST ARTICLE TEST (FAT) NSN: 2541-01-676-0627 First Article Test (FAT), pursuant to the requirements listed in: SECTION E: - E.5 INSPECTION AND ACCEPTANCE POINTS: ORIGIN; - E.2 FIRST ARTICLE TEST SAMPLE; SECTION I: - FAR 52.209-3, First Article Approval - Contractor Testing. (End of narrative A001)				
0003AA	FIRST ARTICLE TEST (FAT) REPORT SERVICE REQUESTED: FIRST ARTICLE TEST (FAT) CLIN CONTRACT TYPE: Firm Fixed Price Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance DEL REL CD / QUANTITY / DAYS AFTER AWARD 001 / 1 / 0330	1	LO		$_____
9000	Basic CLIN for ELIN				
A001	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: ENGINEERING CHANGE PROPOSAL CLIN CONTRACT TYPE: Firm Fixed Price Engineering Change Proposal (ECP) for SUPPORT KIT, AUXILIA in accordance with: - Section C.2.: Configuration Management	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Documentation; and - Exhibit A: Contract Data Requirements List - DD Form 1423, A001 (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423				
A002	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: REQUEST FOR VARIANCE CLIN CONTRACT TYPE: Firm Fixed Price Request for Variance (RFV)for SUPPORT KIT,AUXILIA accordance with: - Section C.2.: Configuration Management Documentation; and - Exhibit A: Contract Data Requirements List - DD Form 1423, A002. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423	1	LO		$ ** NSP **
A003	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: NOTICE OF REVISION CLIN CONTRACT TYPE: Firm Fixed Price Notice of Revision (NOR)for SUPPORT KIT,AUXILIA in accordance with: - Section C.2.: Configuration Management Documentation; and	1	LO		$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	- Exhibit A: Contract Data Requirements List - DD Form 1423, A003. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin DLVR SCH REL CD: 001 — QUANTITY: 1 — PERF COMPL DATE: SEE DD FORM 1423				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 TECHNICAL DATA PACKAGE INFORMATION

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

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

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

W912CH-24-R-0205

To access the data through SAM:
a. Log on to the SAM web site: https://SAM.gov .
b. Search for the solicitation number.
c. Click on the attachment you would like to view.
d. If the attachment is restricted, request access to the document.

C.1.1 TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code).

C.1.2 Further dissemination of the TDP must be in accordance with provisions of DoD Directive 5230.25, DoDI 5230.24, its Distribution Statement markings, and U.S. export control laws. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

C.1.3 To obtain these TDPs, contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS). To obtain certification, go to DD FORM 2345 Instructions and DD 2345.

C.1.4 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.1.5 If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren (DTA) with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

C.1.6 If multiple individuals in the contractor's organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to https://www.sam.gov/ The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

C.2 CONFIGURATION MANAGEMENT DOCUMENTATION

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

C.2.1 The Configuration Change Management section of SAE EIA-649-1 (current revision) Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for configuration control of material with the following exclusions: paragraph 3.3(3); and the second sentence of paragraph 3.3.1.8.1(1).
rC.2.2 Furnished item(s) shall conform to the approved configuration requirements/revision unless an RFV is processed and approved as provided by Paragraph e. below. The term "Request for Variance" includes Requests for Deviations and Waivers.

C.2.3 Value Engineering Change Proposals (VECPs) for cost saving improvements to the TDP should not be processed per SAE EIA-649-1 (current revision) and should be referred to Section I Clause 52.248-1 VALUE ENGINEERING.

C.2.4 All ECPs submitted will be deemed routine. The Contractor must include justification for an ECP it considers emergency or urgent in the submittal and include all supporting documentation.

C.2.5 For ECPs, RFVs, and NORs, the Contractor must submit the documentation listed in sub-paragraphs e (i) through e (iii). Failure to submit a complete legible package may result in return of the ECP/RFV/NOR without processing.

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

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

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

C.2.6 The Governments acceptance of the data deliverable required by CDRL/DD Form 1423 in e(i)-(iii) above signifies only that the data satisfies the requirements of the DID and is considered acceptable for Government processing. Acceptance of the data deliverable does not signify "technical approval" of the change proposed by the deliverable and should not be interpreted as authorizing the Contractor to proceed with the work proposed by the change. Disposition of the change (approval/disapproval) will follow acceptance of the CDRL at the Governments sole discretion. Incorporation of an approved RFV or ECP will require execution of a contract modification.

C.2.7 The Contractor should direct questions regarding the status of an ECP or RFV to the Procuring Contracting Officer (PCO), copy to the Administrative Contracting Officer (ACO).

C.2.8 The submission of an ECP/RFV/NOR does not affect the required delivery date of the contract.

C.3 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

C.3.1 The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

C.3.2 The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

C.3.3 The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.4 OPSEC TRAINING REQUIREMENT

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at: https://securityawareness.usalearning.gov/opsec/index.htm . The Contractor shall maintain the training certificates/proof of completion
and make them available to the Contracting Officers Representative (COR) or Procuring Contracting Officer (PCO) upon request.

C.5 THREAT AWARENESS REPORTING PROGRAM

C.5.1 All contractor employees with security clearances working on any Army contract must receive annual TARP training by a Counter Intelligence (CI) agent, or other authorized designated training method, per Army Regulation 381-12, para. 2-4b, Threat Awareness and Reporting Program (TARP). The in-person training is the preferred method and is available by contacting the local CI Office to arrange for the conduct of training.

C.5.2 The Contractor shall contact the CI Office within (30) days of contract award to schedule TARP training. Once training is complete the Contractor shall maintain the training certificates/proof of completion and make them available to the Contracting Officers Representative (COR) or Procuring Contracting Officer (PCO) upon request.

C.5.3 The Contractor shall contact the CI Office to schedule training for any new employee whose performance commences after award, and who did not attend the initial TARP training session. Upon completion of the TARP training, certification/proof of completion shall be provided as required in paragraph (b).In special circumstances (on deployments or in remote locations) when in-person training is not available, TARP computer based training (CBT), which has been approved by Deputy Chief of Staff (DCS), G-2, is the only authorized online training method permitted. This alternate CBT training is only authorized in special circumstances with written approval obtained from the PCO. Upon receipt of the necessary written approval, contractor employees possessing an Army Knowledge Online (AKO) account and password or a Common Access Card can register and complete the online TARP training course by utilizing the Army Learning Management System (ALMS) at: www.lms.army.mil .

C.6 DRAWING LIMITATIONS

C.6.1 The drawings supplied with this contract are not shop or process drawings. The drawings are engineering design drawings, are adequate to permit manufacture, and:

C.6.1.1 depict the completed (item(s), and

C.6.1.2 serve as the basis for inspection of the completed item(s).

C.6.2 These drawings DO NOT cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if all the dimensions and tolerances specified in the engineering design drawing for each individual part are met, a cumulative unacceptable fit for the contract item could result.

C.6.3 The Contractor is responsible for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

C.6.4 The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

C.6.5 Failure to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, will result in the Contractor being responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

C.7 ACQUISITION OF MANUFACTURER'S PART NUMBER

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

C.8 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER

Acquisition under this contract is restricted to:

C.8.1 The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

C.8.2 Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided the nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package and that manufacturer has substituted the nonlisted part with one of the approved part numbers, without making any changes in the characteristics or properties of the part.

C.9 ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION

C.9.1 General: There are types of information that are not classified but that require application of access and distribution controls and protective measures for a variety of reasons. This information is known as controlled unclassified information (CUI). The types of information considered CUI are U.S. Government technical information and information listed at the CUI registry https://www.archives.gov/cui/registry/category-list). When handling CUI material, all personnel are to comply with these requirements and follow their company policy and/or applicable Non-Disclosure Agreement (NDA) concerning the protection of proprietary information in situations not clearly stated herein.

C.9.2 Technical Information Description: Any recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process, or can be used to design, procure, produce, support, maintain, operate,repair, or overhaul program material. The data may be graphic or pictorial delineations in media (e.g., computer software, drawings, or
Photographs), text in specifications, related performance or design documents, or computer printouts. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information, and computer software documentation.

C.9.3 CUI Information Description: Unclassified Information that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations, and government-wide or LRGWP policies but is not classified under EO 13526, (Classified National Security Information).

C.9.4 CUI Markings : All documents containing CUI will carry the CUI markings in accordance with DoDI 5200.48. Discontinue all use of legacy or other markings not permitted or included in either the CUI Registry or DoDI 5200.48. Marking of Technical Information will include the statement provided in the Security Classification Guide. If the contents of the technical document require more than one Distribution Statement, apply the most restrictive statement. This does not preclude additional mandated markings as may be required by the contract.

C.9.5 Protection of CUI Information

C.9.5.1 Access: In accordance with (IAW) DoDI 5200.48, Controlled Unclassified Information (CUI), 6 MAR 2020, all contractors supporting this contract who receive, store, or generate CUI are required to take the DoD Mandatory CUI training available on the Security Awareness Hub at : https://securityawareness.usalearning.gov/cui/index.html . Per DoDI 5200.48 and pursuant to all contractual requirements, DoD contractors require initial CUI training and annual CUI refresher training. CUI may be released only to an individual who has a valid need for such access in connection with the accomplishment of a lawful and authorized Government purpose.

Further dissemination of such information will be at the discretion of the Government Security Manager. All personnel supporting this contract shall sign a CUI Nondisclosure Agreement prior to gaining access to the information. Personnel no longer requiring access to CUI must dispose (see Disposal below) or surrender any in their possession and terminate future access to it.

C.9.5.2 Storing/Handling: During working hours, take reasonable steps to minimize risk of access to CUI by unauthorized personnel. After working hours, when not in physical possession of the owner, all CUI (whether hardcopy or optical media (e.g., DVDs, CDs) that contain CUI) must be afforded a reasonable degree of physical protection to prevent
theft of program information (e.g., store CUI information in locked desks or file cabinets, locked rooms, cable lock laptops, storing in a trunk, storing out of site or similar means). Do not display CUI in public places (e.g., airports, airplanes, restaurants). Electronic storing and processing of CUI shall be in accordance with DFARS 252.204-7012 Safeguarding Controlled Defense Information and Cyber Incident Reporting. Do not process CUI on public computers (e.g., those available for use by the general public in kiosks, hotel business centers), public wireless networks or computers that do not have access control. Personally owned computers and personally owned devices
are not authorized to process CUI. Portable electronic devices (e.g., smartphones, laptop computers, tablets), nonportable computers, and removable media (e.g., external hard drives, flash drives, USB drives; not including optical media) must be physically and electronically protected as described in this instruction, DFARS 252.204-7012 and DoDI 8582.01.

C.9.5.3 Dissemination: CUI printed documents and material may be transmitted through mail channels, commercial carrier or hand-carried without formal courier orders. CUI information may be disseminated to DoD personnel and DoD contractors to conduct official business for the program. If dissemination is required outside of DoD personnel or DoD contractors, contact the Government Security Manager for approval. Technical information will follow the release instructions identified in the Distribution Statement. Use secure communications whenever possible;
however, land-line telephones are more secure than cellular telephones and should be used whenever available for discussions involving CUI. Transmit voice and facsimile transmissions only when you have a reasonable assurance that only authorized recipients will have access to the transmission. Digital transmission shall comply with the below: All transmission and/or dissemination of CUI (i.e., email and file transfers) must use NIST/NIAP-approved cryptographic roducts/algorithms, e.g., DoD-approved Public Key Infrastructure Certification or DoD Safe Exchange at https://safe.apps.mil/ . These are available at http://iase.disa.mil/pki/eca or http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm .

This encryption requirement includes communications that contain
passcodes to teleconferences or web conferences where there is a reasonable expectation that CUI may be discussed. When encryption is not available, a government collaborative suite (aka Integrated Digital Environment [IDE]) must be used to transmit CUI.

Contractor-hosted collaborative suites may be used for digital transmission and/or dissemination of CUI bypersonnel not located on a government backbone (e.g., NIPRNET), provided the following conditions apply:

1) Useonly NIST/NIAP-approved cryptographic products/algorithms. The latest validation lists may be obtained http://iase.disa.mil/pki/eca or http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm ; and,

2) Use aninternally hosted service that does not use a third party collaborative suite service provider.

Do not post CUI to web pages that are publicly available or have access limited only by domain/IP restrictions.As permitted by other contract provisions, CUI may be posted to web pages that control access through the use of aDoD approved Public Key Infrastructure Certification and that provide protection via use of secure sockets, or otherequivalent technologies. These are available at http://iase.disa.mil/pki/eca . As new technologies become available in the electronics arena, care should be given to providing a reasonabledegree of protection from known vulnerabilities.

The Internet is Public Access. CUI must be reviewed and officially approved by the TACOM Public AffairsOfficer for public release before placing on the Internet. This is not applicable when the Internet is used for e-mailtransmissions and encryption is used as noted above.

C.9.5.4 Disposal: The contractor shall ensure any covered defense information provided by the Government under this contract is destroyed or sanitized from contractor-owned media and reported in accordance with (IAW) National Institute of Standards and Technology (NIST)Special publication (SP) 800-88, Revision 1: Guidelines for Media Sanitization (December 2014) (NIST SP 800-88, rev 1), destruction methods, or any destruction method approved for Classified National Security Information (32 CFR 2001.47) unless the CUI category's authority mandates other destruction methods (CUI Specified categories). Agencies must also use destruction methods specifically required by law, regulation, or Government-wide policy for CUI Specified categories. Destroy CUI documents in a manner that

makes it unreadable, indecipherable, and irrecoverable (32 CFR 2002.14(f)(2)). For paper documents, Reference CUI Notice 2019-03: Destroying of Controlled Unclassified Information (CUI) in paper form.

C.9.5.5 Report of Loss of CUI: Report any loss of CUI to the Government Security Manager. Initial reports shall be made as expeditiously as possible in all cases within 72 hours of discovery. If additional information is required after submission and review of the initial report, guidance will be provided at that time. Initial report content shall include the following information as available. Applicable dates, including dates of compromise and dates of discovery Threat methodology, including all known resources used (e.g. IP addresses, domain names, software tools) Account of what actions the threat(s) may have taken on victim system/network What information may have been compromised or lost, and its potential impact on government programs.

*** END OF NARRATIVE C0001 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

D.1.1 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: A

(3) QUANTITY PER UNIT PACKAGE: 001

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK16760627

(a) REVISION N/A

(b) DATE OF REVISION 03/26/2019

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL: N/A

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See Adobes 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.")

D.1.2 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.

D.1.3 Marking:

D.1.3.1 In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.1.3.2 When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the RFID and UII clauses cited above are included in this solicitation/contract.

D.1.4 Heat Treatment and Marking of Wood Packaging Materials (WPM):

D.1.4.1 In accordance with DOD 4140.65-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), Regulation of Wood Packaging Material in International Trade, current edition, (hereinafter ISPM 15), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organizations compliance program.

D.1.4.2 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.

D.1.4.3 Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALS approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting

and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Foreign manufacturers shall comply with ISPM -15 and shall have the marking of WPM verified in accordance with their National Plant Protection Organizations compliance program.

D.1.5 Hazardous Materials (As applicable):

D.1.5.1 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.)

D.1.5.2 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).

D.1.5.3 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.

D.1.6 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.

D.1.7 SUPPLEMENTAL INSTRUCTIONS: See SPI Attachment 0003

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	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 9000 : 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)

E.1 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

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

INSPECTION POINT: _____
(Name) (CAGE)

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

ACCEPTANCE POINT: _____
(Name) (CAGE)

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

E.2 NOTICE REGARDING FIRST ARTICLE TEST SAMPLE

E.2.1 The approved first article items, as described elsewhere in this contract, consist of a quantity of 2 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 serve as a manufacturing standard for the remainder of the contract.

E.2.2 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) an aid in identifying any process changes, or 3) the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

E.2.3 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 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.

E.3 NOTICE REGARDING FIRST ARTICLE

E.3.1 Notwithstanding the provisions for waiver of first article (IAW Attachment A0004), an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

E.3.2 When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

E.3.3 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.

E.4 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:

E.4.1 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with FAT IAW Spec. SC-SA15110.

E.4.2 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.

E.5 TECHNICAL DATA FOR INSPECTION

E.5.1 When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications, and any applicable Engineering Exceptions associated to the technical data, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

E.5.2 If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor technical data is available for review to support the Government's inspection requirements.

E.6 USE OF MIL-STD 1916

E.6.1 The Government will not accept lots whose samples submitted for acceptance contain non-conformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics.

E.6.2 MIL-STD HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION (JAN 1991)	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-6	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.

"Governments 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 Contractors 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 Contractors 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	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	N/A

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of

MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F.1 Delivery

For the purpose of offerors compiling 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% to Anniston, AL.

F.2 DELIVERY SCHEDULE

F.2.1 Delivery under this contract must conform to the required schedule specified below, unless no-cost acceleration is acceptable.

F.2.2 DEFINITIONS:

F.2.2.1 DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

F.2.2.2 DELIVERY is defined as follows:

F.2.2.3 DAC (Days After Contract).

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.

F.2.3 The Government requires deliveries according to the following schedule:

F.2.3.1 GOVERNMENT SOLICITED DELIVERY SCHEDULE: CLIN(s) 0001AA-0002AA

F.2.3.1.1 Start deliveries 300 DAC; or FAT Approval, whichever is later.

F.2.3.2 GOVERNMENT SOLICITED DELIVERY SCHEDULE: CLIN 0003AA

F.2.3.2.1 Delivery is 330 days after award.

F.2.3.2.2 *CLIN 0003AA: Offerors may not propose an alternative Delivery Schedule for this CLIN.

F.2.4 Accelerated delivery schedule is acceptable for CLINs 0001AA-0002AA.

F.2.5 The offeror may propose an alternative delivery schedule for CLINs 0001AA-0002AA; fill in the appropriate information here:

F.2.6 Contractor Proposed Accelerated Delivery Schedule

F.2.6.1 Start deliveries___ DAC; or FAT Approval, whichever is later.

F.2.6.1.1 Any acceleration in F.2.6.1 will be subtracted from F.2.3.2.1 at award.

*** END OF NARRATIVE F0001 ***

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items

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

COMBO

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W912CH
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	N/A
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
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 activitys 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:

SECTION I - CONTRACT CLAUSES

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

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

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

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	NOV/2021
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)	FEB/2026
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
I-12	52.204-91	CONTRACTOR IDENTIFICATION (FEB 2026)	FEB/2026
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)	FEB/2026
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)	FEB/2026
I-15	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)	FEB/2026
I-16	52.210-1	MARKET RESEARCH(FEB 2026)	FEB/2026
I-17	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATION (FEB 2026)	FEB/2026
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)	FEB/2026
I-21	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (FEB 2026)	FEB/2026
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026)	FEB/2026
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-25	52.219-33	NONMANUFACTURER RULE (FEB 2026)	FEB/2026
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-28	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-32	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS(APR2026)	APR/2026
I-33	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-34	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-35	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-37	52.227-3	PATENT INDEMNITY	APR/1984
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984

	Regulatory Cite	Title	Date
I-42	52.232-17	INTEREST	MAY/2014
I-43	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.232-25	PROMPT PAYMENT	JAN/2017
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-46	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-47	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-48	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-49	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-51	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026)	FEB/2026
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	DEC/2022
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-55	52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)	AUG/2024
I-56	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)	APR/2026
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-58	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-59	52.246-26	REPORTING NONCONFORMING ITEMS (AUG 2024)	AUG/2024
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	JUN/2020
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	FEB/2026
I-66	252.270-7002	Pilot Program To Incentivize Contracting With Employee-Owned Businesses (Nov 2024)	NOV/2024
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)	JAN/2023
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
I-70	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-71	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7006	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)	MAY/2023
I-74	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-75	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
I-76	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-77	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-78	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS(NOV2025)	JAN/2023
I-79	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)	OCT/2024
I-80	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-81	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-82	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-83	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)	FEB/2024
I-84	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-85	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-86	252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR/2013
I-87	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023)	JAN/2023
I-88	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-89	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005

	Regulatory Cite	Title	Date
I-90	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)	JAN/2023
I-91	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-92	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-93	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-94	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-95	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)	MAY/2024
I-96	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-97	252.225-7058	POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE?S REPUBLIC OF CHINA (JAN 2023)	JAN/2023
I-98	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)	JAN/2023
I-99	252.226-7003	DRUG-FREE WORK FORCE (AUG 2024)	AUG/2024
I-100	252.227-7013	RIGHTS IN TECHNICAL DATA--OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-101	252.227-7015	TECHNICAL DATA--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)	JAN/2025
I-102	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2023)	JAN/2023
I-103	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2025)	JAN/2025
I-104	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-105	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-106	252.227-7037	VALIDATION OF ASSERTED RESTRICTIONS ON TECHNICAL DATA (JAN 2025)	JAN/2025
I-107	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-108	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-109	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-110	252.232-7016	NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS	APR/2020
I-111	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION (JAN 2025)	JAN/2025
I-112	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-113	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-114	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-115	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-116	52.209-1	QUALIFICATION REQUIREMENTS (FEB 2026)	FEB/2026

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

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

(Name)_____

(Address)_____

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

Offeror's Name

Manufacturer's Name

Source's Name

Item Name

Service Identification

Test Number (to the extent known)

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

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

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

(End of Clause)

I-117 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 2 unit(s) of Lot/Item A0003AA 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 330 calendar days from the date of this contract to Scott.L.Follen2.civ@army.mil marked First Article Test Report: Contract No. _____TBD_____, Lot/Item No. A0003AA_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific

materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

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

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

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

(End of Clause)

I-118 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR/1989

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

(End of Clause)

I-119 52.219-14 LIMITATIONS ON SUBCONTRACTING (FEB 2026) FEB/2026

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count

towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause

[___] By the end of the base term of the contract and then by the end of each subsequent option period; or

[___] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions..

(End of clause)

I-120 52.232-16 PROGRESS PAYMENTS (FEB 2026) FEB/2026

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.
(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of

this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of

progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the ____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

I-121 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT NOV/2021

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and

responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of

Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-122 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

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

(End of clause)

I-123 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026) FEB/2026

(a) Definitions. As used in this clause

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

Small business concern

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of

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

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

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

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

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

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

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

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

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

(End of clause)

I-124 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026) FEB/2026

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-125 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) FEB/2026

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

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

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

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

(End of clause)

I-126 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) FEB/2026

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

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

(End of clause)

I-127 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) FEB/2026

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

(b)The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The

hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert None) Identification No.

_____

_____

_____

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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I-128 52.223-11 OZONE-DEPLETING SUBSTANCES (FEB 2026) FEB/2026

(a) Definition. As used in this clause

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

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

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

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

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

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

(End of clause)

I-129	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)

I-130 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FEB/1998

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

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

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

(End of Clause)

I-131 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) NOV/2020

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

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

(End of Clause)

I-132 252.223-7001 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
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-133 252.225-7013 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)

I-134 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this clause
Covered foreign country means any of the following:
(1) The Peoples Republic of China.
(2) The Russian Federation.
(3) The Islamic Republic of Iran.
(4) The Democratic Peoples Republic of Korea.
(b) Prohibition. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not
(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from
(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

I-135	252.227-7989	RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION?OTHER THAN COMMERCIAL PRODUCTS ORCOMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

"Developed" means

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

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

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

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

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

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

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

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

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

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

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

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

"Government purpose rights" means the rights to

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to

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

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

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

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

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

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

of this clause.
"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to
(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;
(4) Modify computer software provided that the Government may
(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and
(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;
(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:
(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;
(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or
(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.
(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and
(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.
"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.
"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.
"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
(b) Applicability. (1) Except as provided in paragraph (b)(2) of this clause
(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;
(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical DataCommercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.
(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.
(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:
(1) Unlimited rights. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are
(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;
(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
(iv) Form, fit, and function data;
(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
(vi) Government-furnished corrections or changes to
(A) Technical data furnished to the Contractor by the Government; or
(B) Computer software or computer software documentation;
(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party
(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;
(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with
(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or
(x) Computer software developed exclusively with Government funds;
(xi) Computer software documentation the contractor must deliver under this contract; or
(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with
(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.
(2) Government purpose rights. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software
(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or
(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required

development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.
(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless
(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or
(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.
(3) Limited rights. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data
(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or
(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.
(iv) The Contractor acknowledges that
(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;
(B) The Government will notify the contractor of such release or disclosure;
(C) The Contractor or the party asserting restrictions in the limited rights legend may
(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or
(2) Waive in writing the requirement for a nondisclosure agreement; and
(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.
(4) Restricted rights. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.
(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor

agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) Release from liability. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

(d) Contractor rights in technical data and computer software. The Contractor retains all rights not granted to the Government.

(e) Third party copyrighted data and software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) Identification and delivery of data to be delivered with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent

omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:
Identification and Assertion of Restrictions on the Government's Use,
Release, or Disclosure of Technical Data or Computer Software
The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted

Technical data or computer software to be delivered with restrictions
-1-
Basis for assertion -2-
Asserted rights category -3-
Name of person asserting restrictions -4-
1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.
2 Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.
3 Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).
4 Corporation, individual, or other person, as appropriate.
Date
Printed Name and Title
Signature
(End of identification and assertion)
(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.
(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.
(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted

restrictions shall also reproduce the asserted
restrictions.
(2) Omitted markings. (i) Technical data or computer software delivered or
otherwise provided under this contract without restrictive markings will be presumed
to have been delivered with unlimited rights. To the extent practicable, if the
Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct
an inadvertent omission of markings, the Contracting Officer will not release or disclose
the technical data or computer software pending evaluation of the request.
(ii) The Contractor may request permission to have conforming and justified
restrictive markings placed on unmarked technical data or computer software at its
expense. The request must be received by the Contracting Officer within 6 months
following the furnishing or delivery of such technical data or computer software, or any
extension of that time approved by the Contracting Officer. The Contractor shall
(A) Identify the technical data or computer software that should have
been marked;
(B) Demonstrate that the omission of the marking was inadvertent, the
proposed marking is justified and conforms with the requirements for the marking of
technical data or computer software contained in this clause; and
(C) Acknowledge, in writing, that the Government has no liability with
respect to any disclosure, reproduction, or use of the technical data or computer
software made prior to the addition of the marking or resulting from the omission of the
marking.
(3) Government purpose rights markings. Technical data or computer software
delivered or otherwise furnished to the Government with government purpose rights
shall be marked as follows:
GOVERNMENT PURPOSE RIGHTS
Contract Number
Contractor Name
Contractor Address
Expiration Date
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
these technical data or computer software are restricted by the government purpose
rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer
Software, and Computer Software DocumentationOther Than Commercial Products
and Commercial Services, clause contained in the above identified contract. No
restrictions apply after the expiration date shown above. Any reproduction of technical
data or portions thereof marked with this legend must also reproduce the markings.
(End of legend)
(4) Limited rights markings. Data delivered or otherwise furnished to the
Government with limited rights shall be marked as follows:
LIMITED RIGHTS
Contract Number
Contractor Name
Contractor Address
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
these technical data are restricted by the limited rights license in the DFARS 252.227-
7989, Rights in Technical Data, Computer Software, and Computer Software
DocumentationOther Than Commercial Products and Commercial Services, clause
contained in the above identified contract. Any reproduction of technical data or
portions thereof marked with this legend must also reproduce the markings. Any
person, other than the Government, who has been provided access to such data must
promptly notify the above named Contractor.
(End of legend)
(5) Restricted rights markings. Software delivered or otherwise furnished to the
Government with restricted rights shall be marked as follows:
RESTRICTED RIGHTS
Contract Number
Contractor Name
Contractor Address
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
this software are restricted by the restricted rights license in the DFARS 252.227-7014,
Rights in Other Than Commercial Computer Software and Other Than Commercial
Computer Software Documentation, clause contained in the above identified contract.
Any reproduction of computer software or portions thereof marked with this legend
must also reproduce the markings. Any person, other than the Government, who has

been provided access to such software must promptly notify the above named Contractor.
(End of legend)
(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:
SPECIAL LICENSE RIGHTS
The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number [Insert contract number], License Number [Insert license identifier]. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.
(End of legend)
(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).
(7) Preexisting data or software markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.
(h) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall
(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.
(i) Removal of unjustified and nonconforming markings(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.
(2) Nonconforming technical data or computer software markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.
(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
(k) Limitation on charges for rights in technical data, computer software, or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when
(i) The Government has acquired, by any means, the same or greater rights in the data or software; or
(ii) The data or software are available to the public without restrictions.
(2) The limitation in paragraph (k)(1) of this clause
(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

Name of Offeror or Contractor:

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.
(l) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.
(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.
(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, to SBIR/STTR data.
(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next highercontractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.
(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.
(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

I-136 252.227-7990 TECHNICAL DATA-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
"Commercial product and commercial service" includes commercial components and commercial processes but does not include commercial computer software.
"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor
(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
"Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

(b) Applicability. This clause governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense. If the commercial product or commercial service was developed in any part at Government expense

(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are generated during any portion of performance that is covered under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer (STTR) Program; and

(2) The clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed in any part at Government expense and is not covered under the SBIR or STTR program.

(c) License. (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that

(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Are form, fit, and function data;

(iii) Are a correction or change to technical data furnished to the Contractor by the Government;

(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or

(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.

(2) Except as provided in paragraph (c)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government will not

(i) Use the technical data to manufacture additional quantities of the commercial products; or

(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial products furnished under this contract, or for performance of work by covered Government support contractors.

(3) The Contractor acknowledges that

(i) The Government is authorized to release or disclose technical data covered by paragraph (c)(2) of this clause to covered Government support contractors;

(ii) The Government will notify the Contractor of such release or disclosure;

(iii) The Contractor or the party asserting restrictions in a restrictive legend may

(A) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the data; or

(B) Waive in writing the requirement for a nondisclosure agreement; and

(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(d) Additional license rights. The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting special license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(e) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.

(f) Subcontractors or suppliers. (1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and 15 U.S.C. 638(j)(1)(B)(iii) and (v).

(2) Whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial products or commercial services, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense, and the Contractor shall use the following clauses to govern the technical data related to any portion of a commercial product or commercial service that was developed in any part at Government expense:

(i) Use the clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, to govern any technical data that are not generated during any portion of performance that is covered under the SBIR or STTR program.

(ii) Use the clause at 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data that are generated during any portion of performance that is covered under the SBIR or STTR program.

(End of clause)

I-137 252.227-7991 RIGHTS IN BID OR PROPOSAL INFORMATION ((DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
"Computer software" is defined in

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

(2) If this is a contract awarded under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.
"Technical data" is defined in

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

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

(b) Government rights before contract award. By submission of its offer, the Offeror agrees that the Government

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, will use information contained in the bid or proposal only for evaluation purposes and will not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights after contract award. The Contractor agrees

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government has the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government will not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software the Contractor must deliver under this contract are determined by the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services; ; or DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.

(d) Government-furnished information. The Government's rights with respect to Government-furnished technical data or computer software contained in the Contractor's bid or proposal are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

I-138 252.227-7994 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support

contractor," "limited rights," "restricted rights", and "Government purpose rights" are defined in the clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services.
(2) For Small Business Innovation Research (SBIR) Program and Small Business Technology Transfer (STTR) Program contracts, the terms "covered Government support contractor," "government purpose rights," "limited rights," "restricted rights," and "SBIR/STTR data rights" are defined in the clause at 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program.
(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
(1) GFI marked with limited rights, restricted rights, or SBIR/STTR data rights legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR/STTR technical data or computer software received with SBIR/STTR data rights legends (during the SBIR/STTR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.
(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.
(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).
(3) GFI marked with specially negotiated license rights legends. (i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the nondisclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the nondisclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.
(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.
(4) GFI technical data marked with commercial restrictive legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data that are or are related to a commercial product or commercial service and are received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial products or commercial services, or release or disclose such data to any unauthorized person.
(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.
(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that
(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;
(ii) The Contractor shall take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;
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(iii) The Contractor shall ensure that the party whose name appears in the legend is notified of the access or use within 30 days of the Contractor's access or use of such data or software;
(iv) The Contractor shall enter into a nondisclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such nondisclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and
(v) That a breach of these obligations or restrictions may subject the Contractor to
(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.
(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees
(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and
(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third-party

beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.
(d) The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

(End of clause)

I-139	252.227-7996	TECHNICAL DATA-WITHHOLDING OF PAYMENT (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) If technical data the Contractor must deliver under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7989(f)(2) or 252.227-7993(f)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

I-140	252.227-7997	VALIDATION OF ASSERTED RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) Definitions. The terms used in this clause are defined in the 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation Other Than Commercial Products and Commercial Services, clause of this contract.
(b) Technical data related to commercial products or commercial services presumption regarding development exclusively at private expense. For technical data related to commercial products or commercial services, the Contracting Officer will presume that the Contractor's or a subcontractor's asserted use or release restrictions with respect to a commercial product or commercial service are justified on the basis that the item was developed exclusively at private expense. The Contracting Officer will not issue a challenge unless there are reasonable grounds to question the validity of the assertion that the commercial item was developed exclusively at private expense.
(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its asserted restrictions on the rights of the Government and others to use, duplicate, release, or disclose technical data or computer software delivered, required to be delivered, or otherwise provided to the Government under the contract or subcontract. Except as provided in paragraph (b) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such asserted restrictions in response to a challenge under paragraph (e) of this clause.
(d) Prechallenge request for information related to asserted restrictions on technical data. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any asserted restriction on the right of the United States or others to use, disclose, or release technical data. If, upon review of the explanation submitted, the Contracting Officer cannot determine the basis of the asserted restriction, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any asserted restriction on technical data delivered, to be delivered, or otherwise provided to the Government under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.
(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information related to the validity of an asserted restriction, determines that reasonable grounds exist to question the current validity of the asserted restriction and that continued adherence to the asserted restriction would make impracticable the subsequent competitive acquisition of the item or process to which the technical data relates, the Contracting Officer will follow the procedures in paragraph (f) of this clause.
(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the asserted restriction would make impracticable the subsequent competitive acquisition of the item or process to which the technical data relates, the Contracting Officer may challenge the validity of the asserted restriction as described in paragraph (f) of this clause.
(e) Prechallenge request for information related to assertion restrictions on computer software. (1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.
(2) Based upon the information provided, if the
(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may
(A) Strike or correct the unjustified marking at the Contractor's expense; or

(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified marking and return the corrected software to the Contracting Officer within 60 days following receipt of the software, the Contracting Officer may correct or strike the marking at the Contractor's expense;
(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.
(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.
(f) Challenge. (1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the asserted restriction is warranted, the Contracting Officer will send a written challenge notice to the Contractor or subcontractor making the asserted restriction. The challenge notice and all related correspondence shall be subject to handling procedures for classified information and controlled unclassified information. Such challenge will
(i) State the specific grounds for challenging the asserted restriction including, for technical data related to commercial products or commercial services, sufficient information to reasonably demonstrate that the commercial product or commercial service was not developed exclusively at private expense;
(ii) Require a response within 60 days justifying the assertion based upon records kept in accordance with paragraph (c) of this clause and providing sufficient evidence as to the current validity of the asserted restriction;
(iii) State that a Contracting Officer's final decision, issued pursuant to paragraph (h) of this clause, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a licensee) sustaining the validity of a prior asserted restriction identical to the current asserted restriction, within the 3-year period preceding the current challenge, shall serve as justification for the current asserted restriction if the prior validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (g) of this clause.
(2) The Contracting Officer will extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.
(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same asserted restrictions from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, will formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule will afford the Contractor or subcontractor a reasonable opportunity to respond to each challenge notice. All parties will be bound by this schedule.
(5) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.
(6) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.
(g) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice or a request for additional information (under paragraphs (f)(1) and (f)(5) of this clause), the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. In order to sustain the challenge for commercial products or commercial services, the Contracting Officer will provide information demonstrating that the commercial product or commercial service was not developed exclusively at private expense. This final decision will be issued as soon as possible after the expiration of the time period of paragraph (f)(1)(ii) or (f)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (h)(2)(ii) through (iv) of this clause.
(h) Final decision when Contractor or subcontractor responds. (1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the asserted restriction, the Contracting Officer will issue a final decision to the Contractor or subcontractor that sustains the validity of the asserted restriction and that states that the Government will continue to be bound by the asserted restriction. The Contracting Officer will issue this final decision within 60 days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The Contracting Officer will provide notification of any longer period for issuance of a final decision within 60 days after receipt of the response to the challenge notice.
(2)(i) If the Contracting Officer determines that the validity of the asserted restriction is not justified, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. To sustain the challenge for technical data related to commercial products or commercial services, the Contracting Officer will provide information demonstrating that the commercial product or commercial service was not developed exclusively at private expense. Notwithstanding paragraph (e) of the Disputes clause, the final decision will be issued within 60 days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within 60 days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the asserted restriction for a period of 90 days from the issuance of the Contracting Officer's final decision under paragraph (h)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Court of Federal Claims, it will provide a notice of intent to file suit to the Contracting Officer within 90 days from the issuance of the Contracting Officer's final decision under paragraph (h)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal to an agency Board of Contract Appeals, file suit in an appropriate court, or provide a notice of intent to file suit in an appropriate court to the Contracting Officer within the 90-day period, the Government may cancel or ignore the restrictive markings that are based on the asserted restrictions, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the asserted restriction where a notice of intent to file suit in the United States Court of Federal Claims is provided to the Contracting Officer within 90 days from the issuance of the final decision under paragraph (h)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive marking that is based on the asserted restriction, if the Contractor or subcontractor fails to file its suit within 1 year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Court of Federal Claims, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data or computer software. The Government agrees not to release or disclose such technical data or computer software unless, prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at Defense Federal Acquisition Regulation Supplement (DFARS) 227.7103-7, or is a Government contractor receiving access to the technical data or computer software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its asserted restrictions are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the asserted restrictions where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Court of Federal Claims. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Court of Federal Claims, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data or computer software. The Government agrees not to release or disclose such technical data or computer software unless, prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at Defense Federal Acquisition Regulation Supplement (DFARS) 227.7103-7, or is a Government contractor receiving access to the technical data or computer software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its asserted restrictions are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(i) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained

(i) The restrictive marking that is based on the asserted restriction on the technical data or computer software shall be cancelled, corrected or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the asserted restriction, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained

(i) The Government will continue to be bound by the restrictive marking; and

(ii) The Government will be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(j) Duration of right to challenge. (1) The Government may review the validity of any restriction on technical data or computer software, delivered or that the Contractor must deliver under a contract, asserted by the Contractor or subcontractor. During the period within 6 years of final payment on a contract or within 6 years of delivery of the technical data or computer software to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure, or use of technical data or computer software at any time if such technical data or computer software

(i) Are publicly available;

(ii) Have been furnished to the United States without restriction;

(iii) Have been otherwise made available without restriction; or

(iv) Are the subject of a fraudulently asserted use or release restriction.

(2) Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute "validation" as addressed in 10 U.S.C. 3785(c).

(k) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(l) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictions. However, this clause neither creates nor implies privity of contract between the Government and subcontractor.
(m) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial products or commercial services, with its subcontractors or suppliers at any tier requiring the delivery of technical data or computer software. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

I-141 252.232-7004 DOD PROGRESS PAYMENT RATES (MAR 2020) (DEVIATION 2020-O0010) MAY/2023

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 95 percent.

(End of clause)

I-142 252.240-7997 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-O0025)(FEB 2026) (DEVIATION 2026-O0025)(FEB 2026) FEB/2026

(a) Definitions.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that

(1) Consists of

(i) A review of a contractor's previous assessment(s), as applicable;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by Government personnel, trained in accordance with DoD policy and procedures, using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that

(1) Consists of

(i) A review of a contractor's previous assessment(s), as applicable;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct

a Medium or High NIST SP 800-171 DoD Assessment, using the methodology described at 32 CFR 170.24, if necessary. The results of Medium or High NIST SP 800-171 DoD Assessments, when conducted by DCMA, will take precedence over any other assessment, in accordance with 32 CFR 170.16(a)(1)(iv), 32 CFR 170.17(a)(1)(iv), and 32 CFR 170.18(a)(1)(iv).

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments. Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, i.e., DCMA.

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) Date and level of the assessment, i.e., medium or high.

(v) Summary level score (overall numerical score, not the individual value assigned for each requirement).

(vi) Date that all requirements are expected to be implemented based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility. (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf items).

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL A001 - A003	01-JUN-2024	003	
Attachment 0001	TACOM - LCMC OPERATIONS SECURITY PLAN (OPSEC) PLAN	01-JUL-2023	020	DATA
Attachment 0002	TECHNICAL DATA PACKAGE	12-AUG-2024		DATA
Attachment 0003	SPECIAL PACKAGING INSTRUCTION - AK16760627 -REVISION A	26-JUN-2025	003	DATA
Attachment 0004	FIRST ARTICLE - WAIVER WORKSHEET	01-SEP-2023	003	DATA

Name of Offeror or Contractor:

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

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

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

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

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

	Regulatory Cite	Title	Date
K-1	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	FEB/2026
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.225-7050	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2022)	DEC/2022
K-6	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)	JAN/2025
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	252.227-7992	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) Definitions. As used in this provision

"Computer software" is defined in

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

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

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

"Technical data" is defined in

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other

data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

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

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or (LIST)5	Basis for (LIST)	Asserted rights (LIST)	Name of person (LIST)

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

Technical data or Basis for Asserted rights Name of person

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

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

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

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

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

(End of provision)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

___ (i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

(eThe Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.2048(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-11 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)

K-12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2026

(a) Definitions. As used in this provision

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or

liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

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

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

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

____ (1) The Offeror certifies that--

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

security-affairs/bureau-of-arms-control-verification-and-compliance/ ; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

Name of Offeror or Contractor:

K-14 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)

K-15 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

K-16 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION JUN/2020

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if--

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-17 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION MAY/2021

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

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

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

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

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

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

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

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

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

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

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

(End of provision)

K-18 252.225-7010 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)

K-19 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Using or procuring a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment from
(i) Da-Jiang Innovations (or any subsidiary or affiliate of Da-Jiang Innovations);
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated \'02screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-20 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003) APR/2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)	FEB/2026
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT(FEB 2026)	FEB/2026
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-7	252.215-7008	ONLY ONE OFFER (DEC 2022)	DEC/2022
L-8	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-9	252.215-7992	ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)	MAR/2026
L-10	252.270-7000	Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Representation (Nov 2024)	NOV/2024
L-11	252.270-7001	Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Subcontracting Certification (Nov 2024)	NOV/2024
L-12	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-13	52.216-1	TYPE OF CONTRACT (FEB 2026)	FEB/2026

The Government contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

(End of Provision)

L-14	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)

Name of Offeror or Contractor:

L-15 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS MAR/2000

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offerors proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offerors proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offerors proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offerors proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractors investment in the contract.

(e) Evaluation of the offerors proposed prices and financing terms will include whether the offerors proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offerors proposal.

L-16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of provision)

L-17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

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

(End of clause)

L.1 General Proposal Information

L.1.1 The proposal, subject to the Submission, Modification, Revision, and Withdrawal paragraph of Instructions to Offeror(s) Competitive Acquisitions (FAR Provision 52.215-1) contained in Section L of the solicitation, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal is to be contained in the proposal. Section M of the solicitation sets forth the evaluation criteria and delineates the Factors to be evaluated and their relative order of importance. The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful evaluation. The Government does not assume the duty to search for data to cure problems it finds in proposals.

L.1.2 Minimum Acceptance Period.

This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation (e.g. SF 33 Box 12).

ACCEPTANCE PERIOD means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

L.1.2.1. The Government specified minimum acceptance period is 120 calendar days.

L.1.2.2. The offeror shall clearly state in its proposal the acceptance period. Offerors may specify a longer acceptance period than the Government's minimum acceptance period stated above.

L.1.2.3. An offer allowing less than the Government's minimum acceptance period, or fails to provide a proposal acceptance period, may be rejected.

L.2 Proposal Content, Format, and Instructions

L.2.1 Proposal Content

L.2.1.1 All proposals shall be in English (American Standard) and shall be in US dollars. Proposals not in English (American Standard) or in US Dollars may be rejected. The proposal shall include all information specified and shall address all requirements outlined in Section L.

L.2.1.2 A Proposal Executive Summary or transmittal letter is optional. It will neither be considered as part of the proposal, nor will it be evaluated. If a Proposal Executive Summary is submitted, it should be no more than five pages in length.

L.2.2 Proposal Method of Submission, Format, and Instructions

L.2.2.1 The proposal shall be electronically submitted via E-mail to the Contract Specialist, Christina Herbig, and cc the corresponding Contracting Officer at the following e-mail address(s) with the subject header:

Proposal Submission - W912CH-24-R-0205 (company name):

Contract Specialist: christina.a.herbig.civ@army.mil

Contracting Officer: amy.m.dombrowski.civ@army.mil

Fax, hardcopy, and DVD/CD-ROM proposals will NOT be accepted. Hand-carried offers, whether hardcopy or electronic, will NOT be accepted.

Maximum size of each e-mail shall be 10 megabytes. The offeror may use multiple e-mail messages for each submission; however, it should annotate the subject lines as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, 3 of 3.

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

L.2.2.1.1 Each submitted File shall be labeled so it is easily identifiable for which information it pertains.

L.2.2.1.2 Acceptable File Formats. All electronic information provided in response to the solicitation must be provided in Microsoft (MS) Office 2013 compatible or Adobe Portable Document Format (PDF) format or except as noted in the proposal instructions below. For files in PDF format, scanners should be set to 200 dots per inch. The proposal shall not contain citations for, or active links to live Internet sites or pages. All linked information shall be contained within the electronic proposal. Any linked information that is not contained in the proposal will not be accepted.

L.2.2.1.3 Electronic Files. The proposal electronic file name should not exceed 50 characters in length (not including the file extension). Ensure the file name does not contain any periods, does not contain spaces, and does not contain special characters, which should limit Government virus scanners rejecting the email as unscannable.

L.2.2.1.4 Unless otherwise specified, it is recommended that the proposal be formatted for 8.5 inch x 11 inch paper with a minimum font size of 10 pt. and with a minimum of 0.5 margins. Schedules, drawings and other documents more appropriate to larger size should be formatted for no larger than 8.5 inch x 14 inch dimensions.

L.2.2.1.5 If providing spreadsheets, include all formulas, function, macros, computations, or equations used to compute the proposed amounts. For each workbook, all Rows, Columns, Cells, and Worksheets are to be visible. Do not include Zero height and zero width rows and columns in Worksheets. Do not format Worksheet cells with the font color equal to the fill color. If Workbooks or Worksheets are password protected, then the passwords must be provided. Do not submit Print image files or pictures or files containing only values.

L.2.2.1.6 The offeror shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which indicate the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described in RFO FAR 15.108(c).

L.2.2.2 Submission Due Date

The offeror must ensure its proposal, in its entirety, reaches the required destination before the date and time set for closing of the solicitation set forth in Block 9 on the SF 33, front page of the solicitation.

L.2.2.2.1 Lateness

The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition" and are incorporated into this solicitation.

L.2.3 Single Proposal Submission

Offerors are limited to submitting one proposal with one approach to meeting the requirements of this solicitation.

L.2.3.1 All or None

Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected or ineligible for award. Proposals that contain alternative terms and conditions may be considered as taking exception to the requirements of the solicitation. See Section M.1.

L.3 Evaluation Factors

Offeror proposals shall address the following Factors:

a. Delivery Schedule Factor
b. Price Factor

L.3.1 Delivery Schedule Factor

The following applies to all Delivery Schedule Subfactors, unless otherwise noted below.

The Government has no set delivery schedule as to the number of deliveries per month. The only requirement is that all must be delivered within the days specified in narrative F.2 DELIVERY SCHEDULE. An offeror is not to propose a delivery rate; this makes the proposal unawardable regardless of what is proposed.

L.3.1.1 Offerors shall submit the following:

The Offeror shall submit a filled-in Section F.2 of the RFP with its proposal if it proposes an alternative delivery schedule as allowed by this Factor. The offeror may propose an alternate delivery schedule For CLINS 0001AA and 0002AA expressed in terms of 'after date of

contract award' by filling in its proposed schedule for Days after Contract Award schedule in narrative F.2 DELIVERY SCHEDULE. The proposed Days with FAT will be 330 additional days from the proposed schedule for Days Without FAT. The Offeror may not propose an alternate quantity or an alternative schedule for Days with FAT.

If the offeror does NOT propose an alternative schedule for CLINS 0001AA and 0002AA within Section F, narrative F.2 DELIVERY SCHEDULE, then the offeror's proposed delivery date(s) is the same as the Government Solicited Delivery Schedule set forth in narrative F.2 DELIVERY SCHEDULE.

L.3.1.1.1 In order to be considered for award, a proposal must provide a delivery date expressed in terms of 'after date of contract award' that is either
1) sooner than the solicited schedule of the respective CLIN identified in Section F.2 Delivery Schedule; or
2) equal to the solicited schedule of the respective CLIN identified in Section F.2 Delivery Schedule ; or
3) within 45 days after delivery order award or less than the solicited schedule of the respective CLIN identified in Section F.2 Delivery Schedule.

L.3.1.1.2 Proposals that provide a delivery schedule that is later than 45 days after the solicited schedule of any CLIN identified in narrative F.2 DELIVERY SCHEDULE will constitute a failure to meet a stated requirement of the solicitation (deficiency) and be unawardable.

L.3.1.2 If selected for award, the offeror's proposed delivery date will be incorporated and become the requirement in any resulting contract.

L.3.2 Price Factor

L.3.2.1 In accordance with RFO FAR 15.403-2(b)(1), certified cost or pricing data is not required for initial proposal submission. However, after initial proposal submission, if only one offer is received, the Government reserves the right to request certified cost or pricing data in accordance with RFO DFARS 252.215-7992 (Deviation 2026-00048). In the event certified cost or pricing data is required, the offeror may submit a written request for exception based on the applicable clauses contained herein.

For initial proposal submission, the offeror shall provide its proposed prices by providing a filled in Section B of the RFP.

L.3.2.2 The Government reserves the right to request additional or more detailed cost or price information to support its evaluation.

L.4 Provide the following information:

L.4.1 Signature Actions/offeror Fill-Ins. Provide a scanned image of a signed copy of the SF33 cover page, a copy of all completed fill-ins for Sections A through K, and (if applicable) a signed copy of all Amendments to the solicitation. System for Award Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM prior to award.

L.4.1.1 The offeror's proposal acceptance period in terms of calendar days from the date for receipt of offers specified in the RFP. (See Section L.1.2)

L.4.3 Statement of Acknowledgement. A statement specifying the extent of agreement with all terms, conditions, and provisions of the RFP, and a statement of agreement to furnish and deliver the items or perform services set forth in the RFP in consideration for offeror's proposed price(s) set opposite each item. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the Government to reject the proposal from further consideration in the source selection process (Reference M.5.).

L.4.4 Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the proposal. The offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the Government to reject the proposal from further consideration in the source selection process (Reference M.5.).

L.5 HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at: http://www.amc.army.mil/Connect/Legal-Resources/
An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

L.6 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

NOTE: For this Solicitation, Partial FAT Waivers are not being solicited or considered.

L.6.1 The requirement entitled FIRST ARTICLE APPROVAL (FAR 52.209-3) in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions outlined below.

L.6.1.1 Offerors who intend to request a waiver of the First Article Test must provide sufficient information 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 in Section J "Attachments" of this solicitation. 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. Incomplete worksheets can result in the waiver request being denied, Offerors should contact the Contract Specialist listed on the face page of this solicitation for assistance in filling out the worksheet completely.

L.6.1.2 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.L.6.1.3 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.

L.6.1.4 Supporting documentation.

L.6.1.4.1 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 First Article Test 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.

L.6.4.6.2 If a copy of a First Article Test 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.

L.6.4.6.3 The FAT report and all supporting documentation should be submitted IAW Section L.2.2 and 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.

L.7 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL 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. Bidders shall bear the responsibility of verifying that the approved part as supplied will conform to all such specific technical requirements.

L.8 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES

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

L.9 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL 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. Bidders shall bear the responsibility of verifying that the approved part as supplied will conform to all such specific technical requirements.

L.10 NOTICE REGARDING REQUIRED SOURCE-CONTROLLED COMPONENT OR MANUFACTURER'S PART NUMBER

L.10.1 Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in Section C of the Scope of Work in this solicitation. This acquisition is restricted to source-controlled component(s) or manufacturer's part number(s) identified in the Schedule (Section B), or in the Technical Data Package. Offers that propose to furnish any alternative to the required source-controlled component(s) or 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 proposed part meets the conditions set forth in paragraph (b) below.

L.10.2 Require Approval for Alternatives to the Source-Controlled Component or required Manufacturer's Part Number.

L.10.2.1 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 U.S. Army TACOM approval of a test procedure on its non-listed item;

(ii) The firm must indicate in its offer the date of the written U.S. Army TACOM approval, 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 U.S. Army TACOM 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 U.S. Army TACOM 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).

L.10.2.2 Notwithstanding the foregoing, the Government expressly reserves to the Contracting Officer the right to waive the conditions set forth above in making an award when written approval from U.S. Army TACOM engineering of a non-listed part number can be obtained without delay in the anticipated date of award.

L.10.2.3 When either of 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.

L.10.3 Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of the required component(s) or manufacturer's part number(s), but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should contact the Contract Specialist listed on the first page of the solicitation to inquire about getting qualification testing initiated.

L.11 PART NUMBERS NOT CURRENTLY APPROVED

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder 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 hereby 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 buyer at the 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 enquiry 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 our already approved item.

L.12 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

The requirement entitled FIRST ARTICLE APPROVAL (52.209-3 or 52.209-4) in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions outlined below.

L.12.1 Offerors who intend to request a waiver or partial waiver of the First Article Test 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 in Section J "Attachments" of this solicitation. 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. Incomplete worksheets can result in the waiver request being denied; Offerors should contact the Contract Specialist listed on the face page of this solicitation for assistance in filling out the worksheet completely, see Attachment 0004.

L.12.2 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.

L.12.3 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.

L.12.4 The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a saltwater spray

test, or the test on a component or subassembly of the procured item.

L.12.5 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.

L.12.6 Supporting documentation.

L.12.6.1 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 First Article Test 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.

L.12.6.2 If a copy of a First Article Test 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.

L.12.6.3 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.

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

L.13 Army Contract Writing System (ACWS) Transition Information for Offerors

L.13.1 The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Solicitation.

L.13.2 During this transition period, Offerors are hereby advised:

L.13.2.1 The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:

L.13.2.1.1 This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.

L.13.2.1.2 If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.

L.13.2.1.3 A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

L.13.2.2 The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new

contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:

L.13.2.2.1 Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter existing quote/proposal terms, or could affect Contract performance post-award.

L.13.2.2.2 Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.

L.13.2.2.3 Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

L.13.2.3 The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.

L.13.2.4 In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:

l L.13.2.4.1 May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.

L.13.2.4.2 Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.

L.13.2.4.3 Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.

L.13.2.4.4 Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

*** END OF NARRATIVE L0001 ***

SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

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

M.1 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.1.1 The Government will only award a contract to an offeror that meets all the responsibility criteria at RFO FAR 9.104.

M.1.2 To make sure that an offeror meets the responsibility criteria at RFO FAR 9.104 the Government may:

M.1.2.1 arrange a visit to the offerors plant and perform a pre-award survey;

M.1.2.2 ask the offeror to provide financial, technical, production, or managerial background information.

M.1.3 If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offeror's facility, the Government may determine the offeror to be non-responsible.

M.1.4 If the Government visits the offerors facility, the offeror shall ensure that current certified financial statements and other data relevant to the bid or proposal are available for Government personnel to review.

M.2 Basis of Award

M.2.1 The solicitation is a total small business set-aside. The Government plans to award a single firm-fixed price (FFP) type contract with an option quantity for the SUPPORT KIT, AUXILIA, NSN: 2541-01-676-0627, because of this solicitation. An award will be made to the offeror whose proposal represents the best value to the Government in accordance with the criteria set forth below and is eligible for award.

M.2.1.1 There are two evaluation factors:

a. Delivery Schedule Factor
b. Price Factor

The relative order of importance of these factors are described in M.5 below.

M.2.1.2 Proposal selection will be made utilizing the source selection trade-off process, considering the evaluation Factors and their relative order of importance (see Section M.5), to identify the proposal which represents the best value and is most advantageous to the Government. The Government will weigh the evaluation factors (other than the Price Factor) against the total evaluated price to the Government when selecting the offer that is most advantageous and represents the best overall value to the Government. The Government reserves the right to choose not to award a contract if such action is in the Government's best interest.

M.2.1.3 In making the award decision, the Government will review proposals to determine if any price adjustments are required IAW the FAR, DFARS, or clauses or provisions contained within this solicitation. If an additional price adjustment is determined to be applicable, then the Government will develop a final price for those offerors impacted by the adjustment(s) and base the final award decision on this final price. When FAR 52.219-4 is included in the RFP and a HUBZone price adjustment is applicable, then all other price adjustments described in the solicitation shall be applied before the application of the HUBZone price adjustment.

M.2.1.4 Importance of Price. Award will be made to the offeror whose proposal represents the best value to the Government and is otherwise eligible for award. This may not be the offeror with the lowest evaluated price. However, the closer offeror's evaluations are to each other in those Factors other than the Price Factor, the more important price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, price may be controlling when:

a. Proposals are otherwise considered approximately equal in non-price factors; or
b. An otherwise superior proposal is unaffordable; or
c. The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3 Rejection of Offers

M.3.1 The Government may reject any proposal if doing so is in the Government's best interest at any time after receipt of proposal. Examples include, but are not limited to, the following proposal conditions:

M.3.1.1 The proposal fails to meaningfully respond to the instructions in Section L of this solicitation (e.g., a proposal provides some data but omits significant material data and information required by Section L, the proposal fails to follow key proposal instructions or format requirements in Section L, etc.).

M.3.1.2 A proposal merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.3.1.3 The proposal proposes exceptions to the RFP requirements, attachments, exhibits, enclosures, or solicitation terms and conditions.

M.3.1.4 The proposal is unbalanced as to price. See Section M.5.2.3.

M.3.1.5 The proposal submitted is for less than all the requirements called for by the solicitation.

M.3.1.6 The proposal's acceptance period does not meet the Government's required minimum acceptance period, or the offeror fails to provide a proposal acceptance period (Refer to Section L.1.2).

M.3.1.7 The proposal is not in English (American Standard) or in US Dollars.

M.3.1.8 The proposed delivery schedule(s) is later than 45 days after the solicited schedule (Refer to Section L.3.1.1.2).

M.3.1.9 The offeror is not a self-certified U.S. small business concern to the size standard for the North American Industry Classification System (NAICS) code identified in this solicitation in SAM.

M.4 Source Selection Process

M.4.1 Compliance Review. After receipt of proposals, but prior to the evaluation process, the Government will perform a compliance review of the offeror's proposal to determine the extent of compliance to the solicitation instructions.

M.4.2 Evaluation Process. Selection of the successful offeror will be made following an assessment of each proposal not otherwise rejected, based on the response to the information called for in Section L of this RFP, and against the solicitation requirements and the evaluation criteria described herein. Proposals not otherwise rejected will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor.

M.4.3 Award without Negotiations. This RFP includes RFO FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting Negotiations. Where awards will be made without Negotiations, exchanges with offerors are limited to Clarifications as defined in RFO FAR 15.202(a)(2).
Therefore, the offerors initial proposal should contain the offerors best terms from a Price and non-Price Factor standpoint. However, under RFO FAR 52.215-1(f)(4), the Government reserves the right to hold Negotiations, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 Evaluation CriteriarThere are two evaluation factors:

a. Delivery Schedule Factor
b. Price Factor

The relative order of importance of these two factors is as follows: The Delivery Schedule is significantly more important than the Price Factor.

M.5.1 Delivery Schedule Factor

The evaluation for the delivery schedule factor will be done at the CLIN level, and each evaluated CLIN will be a Delivery Schedule Subfactor. All Subfactors are weighted approximately equal. The following CLINs will be evaluated:

0001AA
0002AA

M.5.1.1 The following applies to all Delivery Schedule Subfactors, unless otherwise noted:

For purposes of this evaluation and the adjectival rating definitions below, the delivery schedule is expressed as the number of days after date of contract award that deliveries are due to begin as stated in narrative F.2 DELIVERY SCHEDULE.

M.5.1.2 The Government will evaluate proposed delivery schedule based on the number of days after date of contract award.

M.5.1.3 Delivery Schedule Subfactor Adjective Ratings & Descriptions:

OUTSTANDING - Proposal provides a delivery schedule that is sooner than the solicited schedule with FAT for the respective CLIN in Section F.2 Delivery Schedule.

ACCEPTABLE - Proposal provides a delivery schedule that is equal to the solicited schedule with FAT for the respective CLIN in Section F.2 Delivery Schedule.

MARGINAL - Proposal provides a delivery schedule that is later than the solicited schedule for the respective CLIN in Section F.2 Delivery Schedule by 45 days or less.

UNACCEPTABLE - Proposal provides a delivery schedule that is later than the solicited schedule for the respective CLIN in Section F.2 Delivery Schedule by more than 45 days. Proposal is un-awardable.

M.5.2 Price Factor

M.5.2.1 The Price Factor evaluation will result in a determination of the Total Evaluated Price to the Government. The Government will also evaluate the offeror's price proposal for price reasonableness and unbalanced pricing. The following information will be used to determine the total evaluated price of the offer:

M.5.2.1.1 The unit price for each separately priced CLIN, will be multiplied by the estimated quantity for the corresponding CLIN and the results added together to produce the overall price; plus

M.5.2.1.2 Any downward adjustment(s) based on USG approval of FAT waiver(s) in accordance with Section M.6.2

M.5.2.2 Price Reasonableness: The Government will evaluate whether the offeror's proposed price is reasonable. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may decide of price reasonableness by any means allowable under RFO FAR 15.404-1.

M.5.2.3 Unbalanced Pricing: The Government will evaluate the Offeror's proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See RFO FAR 15.404-6 for more information on unbalanced pricing.

M.6 EVALUATION OF INCOMPLETE OPTION PRICING

M.6.1 Per RFO FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different sub quantities or quantity ranges (if the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR RFO 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

M.6.2 In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of the unit price that applies to the basic (non-option) quantity, or the highest unit price that is identified against any range or sub quantity of the option CLIN.

M.7 EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT

M.7.1 If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of paragraph L.6 PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price, conditioned upon the granting of a waiver, will not be considered in the evaluation process.
Under no circumstances will credit for a granted FAT waiver be applied towards an offeror's delivery schedule.

M.8.2 FAT WAIVER AND THE PRICE FACTOR

M.8.2.1 As specified in this solicitation; the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL (FAR 52.209-3) and subtract the price of the proposed First Article Test (at Section B, CLIN 0003AA) from the proposal of offerors who elect to seek and are granted such a waiver. If 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, CLIN 0003AA, 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.

M.8.2.2 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, CLIN 0003AA of this solicitation, the Government will still require that offeror perform First Article Approval requirements if the First Article requirement is NOT waived at no additional cost to the Government.

M.8.2.3 If the offeror requests but is not granted a waiver of First Article Approval, the evaluated price will include the full amount entered for CLIN 0003AA, which will not be deducted by the Government.

*** END OF NARRATIVE M0001 ***

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 9000
B. EXHIBIT: A
C. CATEGORY:
TDP _X_ TM ____ OTHER ____
D. SYSTEM/ITEM: SUPPORT KIT,AUXILIA NSN: 2541-01-676-0627
E. CONTRACT/PR NO.: TBD
F. CONTRACTOR: TBD
- -

1. DATA ITEM NO: A001
2. TITLE: ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80639E
5. CONTRACT REFERENCE: SECTION C.2
6. REQUIRING OFFICE:FCDD-GVS-ES
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16
A. ADDRESSEE:
B. COPIES:
DRAFT:
FINAL:
REG REPRO:
15. TOTAL COPIES: SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE ECP SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE ECP. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT scott.l.follen2.civ@army.mil; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT TBD AND ENGINEERING POC AT christian.t.riedel.civ@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.1 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1692 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/   .
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
H: DATE: 11Oct24
I: APPROVED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
J: DATE: 11Oct24
- -

1. DATA ITEM NO: A002
2. TITLE: REQUEST FOR VARIANCE (RFV)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80640E
5. CONTRACT REFERENCE: SECTION C.2
6. REQUIRING OFFICE:FCDD-GVS-ES
7. DD250 REQ: LT

8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16arA. ADDRESSEE:
B. COPIES:
DRAFT:
FINAL:
REG REPRO:
15. TOTAL COPIES: SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE RFV SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE RFV. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT scott.l.follen2.civ@army.mil ; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT TBD AND ENGINEERING POC AT christian.t.riedel.civ@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.2 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1694 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/ .
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
H: DATE: 11Oct24
I: APPROVED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
J: DATE: 11Oct24
- -

1. DATA ITEM NO: A003
2. TITLE: NOTICE OF REVISION (NOR)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80642E
5. CONTRACT REFERENCE: SECTION C.2
6. REQUIRING OFFICE:FCDD-GVS-ES
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16
A. ADDRESSEE:
B. COPIES:
DRAFT:
FINAL:
REG REPRO:
15. TOTAL COPIES: SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE NOR SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE NOR. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT scott.l.follen2.civ@army.mil; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT TBD AND ENGINEERING POC AT christian.t.riedel.civ@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.4 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1695 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/ .
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
H: DATE: 11Oct24
I: APPROVED BY: Matthew L Meyer, Mechanical Engineer, matthew.l.meyer.civ@army.mil
J: DATE: 11Oct24
****
G. PREPARED BY:
H: DATE:

I: APPROVED BY: JOSEPH TREWILER
J: DATE: 28 JUN 2024
- -