AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page 1 Of 61
Firm Fixed Price	

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
0005	2026JUL01	SEE SCHEDULE	

6. Issued By Code W912CH

ACC-DTA
CHRISTINA HERBIG
6501 E. 11 MILE RD.
DETROIT ARSENAL, MI 48397-5000

EMAIL: CHRISTINA.A.HERBIG.CIV@ARMY.MIL

7. Administered By (If other than Item 6) Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

Code | Facility Code

[X] **9A. Amendment Of Solicitation No.** W912CH-24-R-0205

9B. Dated (See Item 11) 2025JUN05

[ ] **10A. Modification Of Contract/Order No.**

10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] **The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers**

[X] **is extended,** [ ] **is not extended.** 2026JUL31 03:00pm

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning 2 signed **copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.**

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.

[ ] **A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.**

[ ] **B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).**

[ ] **C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:**

[ ] **D. Other (Specify type of modification and authority)**

E. IMPORTANT: Contractor [ ] **is not,** [ ] **is required to sign this document and return _____ copies to the Issuing Office.**

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

SECTION A - SUPPLEMENTAL INFORMATION

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

Name of Offeror or Contractor:

(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 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Status	Regulatory Cite	Title	Date
F-1	DELETED	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	DELETED	52.211-8	TIME OF DELIVERY	JUN/1997

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 ***

SECTION I - CONTRACT CLAUSES

	Status	Regulatory Cite	Title	Date
I-1	CHANGED	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)	FEB/2026
I-2	CHANGED	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
I-3	DELETED	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-4	DELETED	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)	DEC/2023
I-5	DELETED	52.204-28	Federal Acquisition Supply Chain Security Act Orders?Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts (Dec 2023)	DEC/2023
I-6	ADDED	52.204-91	CONTRACTOR IDENTIFICATION (FEB 2026)	FEB/2026
I-7	CHANGED	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-8	CHANGED	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)	FEB/2026
I-9	CHANGED	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)	FEB/2026
I-10	CHANGED	52.210-1	MARKET RESEARCH(FEB 2026)	FEB/2026
I-11	CHANGED	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-12	CHANGED	52.215-2	AUDIT AND RECORDS--NEGOTIATION (FEB 2026)	FEB/2026
I-13	CHANGED	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)	FEB/2026
I-14	CHANGED	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (FEB 2026)	FEB/2026
I-15	CHANGED	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026)	FEB/2026
I-16	CHANGED	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-17	CHANGED	52.219-33	NONMANUFACTURER RULE (FEB 2026)	FEB/2026
I-18	CHANGED	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-19	CHANGED	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-20	CHANGED	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-21	CHANGED	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-22	ADDED	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS(APR2026)	APR/2026
I-23	DELETED	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-24	CHANGED	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-25	CHANGED	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-26	CHANGED	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-27	ADDED	52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026)	FEB/2026
I-28	CHANGED	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-29	CHANGED	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)	APR/2026
I-30	CHANGED	52.253-1	COMPUTER GENERATED FORMS	FEB/2026
I-31	CHANGED	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS(NOV2025)	JAN/2023
I-32	DELETED	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION(JAN 2025)	JAN/2025
I-33	DELETED	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JAN 2025)	JAN/2025
I-34	DELETED	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-35	DELETED	52.204-30	Federal Acquisition Supply Chain Security Act Orders?Prohibition (Dec 2023)	DEC/2023
I-36	CHANGED	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-37 CHANGED 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)

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-39 DELETED 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	NOV/2021
I-40 DELETED 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV/2021
I-41 DELETED 52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)	JUN/2023
I-42 CHANGED 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-43 CHANGED 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-44 CHANGED 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-45 CHANGED 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-46 CHANGED 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-47 CHANGED 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-48 ADDED 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-49 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-50 CHANGED 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-51 ADDED 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

(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-52 ADDED 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-53 ADDED 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-54 ADDED 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-55 ADDED 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-56 ADDED 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-57 ADDED	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)

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

	Status	Regulatory Cite	Title	Date
K-1	DELETED	52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)	DEC/2023
K-2	DELETED	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION	AUG/2009
K-3	DELETED	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	JUN/2020
K-4	ADDED	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	FEB/2026
K-5	CHANGED	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 Basis for Asserted rights Name of person

Name of Offeror or Contractor:

(LIST)5	(LIST)	(LIST)	(LIST)

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

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)

K-6 DELETED 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025--O0003) and (DEVIATION 2025-O00004) MAR/2025

K-7 CHANGED 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025) OCT/2025
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	Title	Date	Change

Provision #

_____ _____ _____ _____

_____ _____ _____ _____

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-8 DELETED 52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV/2021
K-9 CHANGED 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-10 CHANGED 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)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Status	Regulatory Cite	Title	Date
L-1	CHANGED	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
L-2	DELETED	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	DELETED	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	CHANGED	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)	FEB/2026
L-5	ADDED	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT(FEB 2026)	FEB/2026
L-6	DELETED	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2023
L-7	ADDED	252.215-7992	ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)	MAR/2026
L-8	CHANGED	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-9	CHANGED	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)

L-10	DELETED	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)	SEP/2023
L-11	DELETED	52.211-2	Availability of Defense Specifications, Standards, and Data Item Descriptions in the Acquisition Streamlining and Standardization Information System (ASSIST) Website (Sep 2023)	SEP/2023

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

Status	Regulatory Cite	Title	Date
M-1 CHANGED	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 ***