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Section A - Solicitation/Contract Form

Instrument Name: TOOL KIT, SMALL ARMS (SARTK)

Product Service Code : 5180

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued. Solicitation number W912CH-26-B-A016 is issued as an invitation for bid (IFB) for the Small Arms Tool Kit.

A.1. DESCRIPTION OF ACTION

(a) This Invitation for Bids (IFB) is intended to result in the award of a single five-year indefinite delivery indefinite quantity (IDIQ) contract for the TOOL KIT, SMALL ARMS (SARTK), National Stock Number (NSN): 5180-01-670-9469, part number: 0631A0000. The resulting contract will establish pricing to be utilized through issuance of delivery orders, for discrete quantities during the period stated in the Schedule. The minimum quantity is 120 KT and the maximum 5-year quantity is 6,404 KT; only the minimum quantity for this procurement is guaranteed. Further, the quantities listed in this IFB and the resulting contract are estimates only and not a representation they will be ordered, nor is it a representation that conditions affecting Government needs will be stable. Please see FAR 52.216-22: Indefinite Quantity for additional information.

(b) This IFB is a total small business set-aside in accordance with Revolutionary FAR Overhaul (RFO) 19.104-1.

(c) There is a Technical Data Package (TDP) associated with this procurement. The TDP is Distribution Statement "A", which is approved for public release and distribution is unlimited. Please see Section C.1. TDP Information for instructions on how to access this data. Please also see Section C.4. Additional Quality Assurance / Quality Engineering Requirements. **BIDDERS MUST RETURN A SIGNED COPY OF THE TDPL COVER SHEET WITH THEIR BID SUBMISSION OR THE BID SUBMISSION MAY BE REJECTED.**

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

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

(1) STANDARD FORM 1449 (IFB COVER PAGE) & Amendments (if applicable):

- (2) SECTION B: The unit prices and dollar amounts requested for CLINs 0010-0015;
- (3) SECTION E: E.1. Inspection and Acceptance Points - Origin;
- (4) SECTION F: F.1. TIME OF DELIVERY;
- (5) SECTION J: TDPL COVER SHEET in Attachment 0001 - TDP 0631A0000;
- (6) SECTION K: DFARS 252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043);
- (7) SECTION K: FAR 52.225-18 - Place of Manufacture; and
- (8) SECTION K: FAR 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation

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

(f) Bidders shall acknowledge receipt of all IFB amendments by the date and time indicated for receipt of bids. If this IFB is amended, then all terms and conditions which are not modified remain unchanged. Please see Section A.4. Acknowledgement of Amendments and FAR 52.214-3: Amendments to IFBs for additional information.

(g) All bids received in response to this IFB shall be valid for a minimum of 180 calendar days. Please see FAR 52.214-16: Minimum Bid Acceptance Period for additional information.

(h) Bid opening will be held with all Bidders and shall commence on Wednesday, 21-Oct-2026 at 1 p.m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via e-mail, after IFB close and at least 24 hours prior to bid opening, to receive this information:

Lyndsey Pena

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: lyndsey.m.pena.civ@army.mil

-and-

Nikhil Patel

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: nikhil.a.patel2.civ@army.mil

(i) Early deliveries are authorized at no additional cost to the Government.

A.2. IFB STRUCTURE

(a) North American Industry Classification System. The Government will utilize North American Industry Classification System (NAICS) code 332216 - Saw Blade and Hand tool Manufacturing for this procurement. Failure to register via the System for Award Management (SAM) website for this NAICS code, prior to submitting a bid in response to this IFB, may preclude your firm from receiving an award. Bidders should be aware of how U.S. Small Business concerns are defined in FAR Part 19, Defense Federal Acquisition Regulation Supplement (DFARS) Part 219, and 13 CFR 121 Small Business Size Regulations. Bidders are advised to review 13 CFR 121.103, "How does SBA determine affiliation?", if applicable to this IFB.

(b) Ordering Periods and Delivery Orders. There will be five one-year ordering periods beginning the date of contract award. Future delivery orders will be awarded pursuant to FAR 52.216-18: Ordering, FAR 52.216-19: Order Limitations, FAR 52.216-22: Indefinite Quantity, and Section B of this IFB.

A.3. ELECTRONIC CONTRACTING

(a) All Army Contracting Command - Detroit Arsenal IFBs will be publicized on the System for Award Management (SAM) website: <https://www.SAM.gov>

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

(b) Interested Bidders shall submit a completed IFB, including the Standard Form 1449, via e-mail with the subject line "IFB Submission - W912CH-26-B-A016 (Contractor Name)" to the following personnel:

Lyndsey Pena

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: lyndsey.m.pena.civ@army.mil

-and-

Nikhil Patel

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: nikhil.a.patel2.civ@army.mil

Once a bid is received, the Contract Specialist will reply to the respective Bidder indicating receipt of the submission. NOTE: FAX,

HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

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

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

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

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

(f) Any award issued as a result of this IFB will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this IFB, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Government's intention to release unit prices in response to any request under 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 a Bidder objects to such release in the base contract or contract modifications, the Bidder must notify the Contracting Officer in writing prior to the closing date identified in this IFB and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on the rationale given.

(g) All questions pertaining to this IFB shall be submitted via e-mail to the following personnel by Monday, 5-Oct-2026 at 1 p.m. local time (Warren, MI):

Lyndsey Pena

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: lyndsey.m.pena.civ@army.mil

-and-

Nikhil Patel

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: nikhil.a.patel2.civ@army.mil

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

(h) For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website to locate a regional center at: <http://www.aptac-us.org>

A.4. ACKNOWLEDGEMENT OF AMENDMENTS

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

Amendment Number: Date:

_____	_____
_____	_____
_____	_____
_____	_____

A.5. ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

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

A.6. ALL OR NONE - COMMERCIAL ITEM ACQUISITION - SEALED BIDDING

(a) This provision serves as official notice that all bid submissions must offer to provide the total quantity of all items identified in this solicitation.

(b) Only one award will be made as a result of this solicitation. Bids submitted for less than the total quantity of all items identified in this solicitation will NOT be considered for award.

(c) Note: This provision supersedes any/all other solicitation language pertaining to multiple awards.

*** END OF NARRATIVE 1 ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

SUPPLIES OR SERVICES AND PRICES/COSTS

The following four digit Contract Line Item Numbers (CLINs) utilize the numbering system below:

The first three digits signify item and the fourth (last) digit signifies the applicable contract year, i.e., CLIN 0011 is for the first item - first ordering year, CLIN 0012 is for the first item - second ordering year, CLIN 0013 is for the first item - third ordering year, etc.

The last digit of zero (0), signifies the CLIN is for Product Verification Testing (PVT).

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

First ordering year of the contract is the date of award plus 364 days.

Second ordering year of the contract is 365 days through 729 days after contract award.

Third ordering year of the contract is 730 days through 1,094 days after contract award.

Fourth ordering year of the contract is 1,095 days through 1,459 days after contract award.

Fifth ordering year of the contract is 1,460 days through 1,824 days after contract award.

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

The information presented below applies to Item No. 0011 Through 0015:

Minimum Five-Year Quantity: 120 KT

Maximum Five- Year Quantity: 6404 KT

Only the minimum five-year quantity is guaranteed. Each ordering year estimate, is a 12 month average monthly demand with contract factors built in.

*** END OF NARRATIVE 1 ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0010	PRODUCT VERIFICATION TEST REPORT (PVTR)	1	Lot		

	Product Service Code: R499				
	Pricing Arrangement: Firm Fixed Price				
Additional Descriptive Data: PLEASE NOTE: - IAW NARRATIVE E.3. PRODUCT VERIFICATION TESTING (CONTRACTOR FACILITY), 1 LO is 3 KT - ALL OFFERORS SHALL IDENTIFY A DOLLAR AMOUNT FOR THE PVT CLIN. FAILURE TO SEPARATELY IDENTIFY A PVT DOLLAR AMOUNT SHALL MEAN THAT THE OFFEROR WILL PROVIDE PVT AT NO ADDITIONAL COST TO THE GOVERNMENT, AND THE PROPOSAL WILL BE EVALUATED ACCORDINGLY.					
0011	FIRST ORDERING YEAR National Stock Number: 5180-01-670-9469 Product Service Code: 5180 North American Industry Classification System (NAICS): 332216 Drawing Number: 0631A0000 Pricing Arrangement: Firm Fixed Price	3,404	Kit		
	Additional Descriptive Data: Quantity is an estimate.				

0012	SECOND ORDERING YEAR National Stock Number: 5180-01-670-9469 Product Service Code: 5180 North American Industry Classification System (NAICS): 332216 Drawing Number: 0631A0000 Pricing Arrangement: Firm Fixed Price	750	Kit		
	Additional Descriptive Data: Quantity is an estimate.				
0013	THIRD ORDERING YEAR National Stock Number: 5180-01-670-9469 Product Service Code: 5180 Drawing Number: 0631A0000 Pricing Arrangement: Firm Fixed Price	750	Kit		
	Additional Descriptive Data: Quantity is an estimate.				

0014	FOURTH ORDERING YEAR National Stock Number: 5180-01-670-9469 Product Service Code: 5180 North American Industry Classification System (NAICS): 332216 Drawing Number: 0631A0000 Pricing Arrangement: Firm Fixed Price	750	Kit		
	Additional Descriptive Data: Quantity is an estimate.				
0015	FIFTH ORDERING YEAR National Stock Number: 5180-01-670-9469 Product Service Code: 5180 North American Industry Classification System (NAICS): 332216 Drawing Number: 0631A0000 Pricing Arrangement: Firm Fixed Price	750	Kit		
	Additional Descriptive Data:				

	Quantity is an estimate.				
9000	See Exhibits A				
	Contract Data Requirements List (CDRL)				
	Additional Descriptive Data: Contract Line Item Number (CLIN) is associated with the Data Item Numbers on the Contract Data Requirements List (CDRLs) DD Form 1423, in Section J (A001 - A005) Not Separately Priced (NSP) Please see Section J, Exhibit A, DD Form 1423 - Contract Data Requirements List (CDRLs) for a complete list of data items associated with this solicitation and the resulting contract.				
A001	ENGINEERING CHANGE PROPOSAL (ECP) Product Service Code: R702 Pricing Arrangement: Firm Fixed Price	1	Lot		
A002	REQUEST FOR VARIANCE (RFV) Product Service Code: R702 Pricing Arrangement: Firm Fixed Price	1	Lot		
A003	NOTICE OF REVISION (NOR) Product Service Code: R702	1	Lot		

	Pricing Arrangement: Firm Fixed Price				
A004	START OF WORK MEETING MINUTES Product Service Code: R702 Pricing Arrangement: Firm Fixed Price	1	Lot		
A005	PERFORMANCE VERIFICATION TEST REPORT (PVTR) (CONTRACTOR FACILITY) Product Service Code: R702 Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

C.1. TECHNICAL DATA PACKAGE INFORMATION

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

- ☐ 1. There is no Technical Data Package (TDP) included with this solicitation.
- ☒ 2. The TDP for this solicitation resides within the System for Award Management (SAM) (<https://SAM.gov>) associated with this solicitation number:

W912CH-26-B-A016

(TDP 0631A0000/59678)

To access the data through SAM:

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

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 4801-4852 of Title 50, United States Code).

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

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

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

e. If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren

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

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

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

C.2. CONFIGURATION MANAGEMENT DOCUMENTATION

The Contractor may submit Engineering Change Proposals (ECPs), Requests for Variance (RFVs), and Notices of Revision (NORs) for the requirements in the Government-provided Technical Data Package (TDP). The Configuration Change Management section of SAE EIA-649-1 (current revision) Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for configuration control of material with the following exclusions: paragraph 3.3(3); the second sentence of paragraph 3.3.1.8.1(1).

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

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

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

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

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

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

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

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

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

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

C.3. START OF WORK MEETING (CDRL A004)

a. The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with the Government to arrange a schedule and agenda for the meeting.

b. The contractor shall at a minimum invite Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel may be invited to the meeting: Contracting Officer's Representative (COR) identified in Section G or in an appointment letter; Quality Assurance personnel; DCMA; etc. All Government invitees shall be given at least 7 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 5 days after the meeting is held.

C.4. Additional Quality Assurance / Quality Engineering Requirements

1. A quantity of three (3) Small Arms Repairman Tool Kit (SARTK) shall be furnished for 100% inspection (CDRL A005) to ensure compliance with all QAP(s), specification(s), and drawing(s) associated with this contract.

2. 100% visual inspection of all items in tool chest, tray and drawers to be verified with components list for completeness.

3. 100% visual inspection of Identification Plate for legibility and completeness.

4. The following procedures shall be added to Part V of Quality Assurance Provision (QAP) 0631E0002: On Page No. 4, Under STM-4, add:

(f) Visually verify when a tool is removed from a retention feature, a layer of color contrasting foam is exposed to alert that a tool has been removed.

*** END OF NARRATIVE 1 ***

Requirements

TOOL KIT, SMALL ARMS (SARTK) - 5-Year IDIQ

Section D - Packaging and Marking

D.1. PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)

The preservation, packaging, packing, and marking requirements for this contract/item shall be accomplished in accordance with the requirements in the specification/standard defined below.

The following requirements shall apply:

LEVEL OF PRESERVATION: COMMERCIAL

LEVEL OF PACKING: COMMERCIAL

QUANTITY PER UNIT PACKAGE: 001

a. Packaging. Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

(i) Cleanliness. Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants. Cleaning may be any suitable process that is not injurious to the item or the protective finish.

(ii) Preservation. Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and or watervaporproof barriers.

(iii) Cushioning. Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment. Items of a delicate nature shall not be subjected to damage from rugged items contained within the kit. Non-critical items of odd shapes or having sharp protrusions will not damage other items or protective barriers.

b. Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to have minimum size and weight while retaining the protection required and enhancing standardization.

c. Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

d. Intermediate Package (as applicable) Intermediate packaging is required whenever one or more of the following conditions exist:

- (i) the quantity is over one (1) gross of the same national stock number,
- (ii) use enhances handling and inventorying,
- (iii) the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (iv) the unit pack is less than 64 cubic inches,
- (v) the weight of the unit pack is less than five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

e. Shipping Containers. Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items. The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

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

g. Marking. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors shall check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/sci/ait.html> for the current DoD Suppliers'

Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

h. Hazardous Materials (as applicable): Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.) When applicable, the packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

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

Joint Service Regulation AFMAN24-604/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

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

i. Heat Treatment and Marking of Wood Packaging Materials. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes /pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

j. Quality Assurance. The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package. All items, packing configurations, and markings supplied under this contract shall be identical to the first article

k. Supplemental Instructions. The Small Arms Repairman Tool Kit shall be placed into a weather resistant fiberboard container conforming to ASTM D5118/D5118M, RSC. This will serve as the unit and shipping container. Items within foam organizers may not require packaging if placed in a dedicated position within the case, where there is no potential for corrosion or physical damage and can be identified by a layout plan. Items susceptible to corrosion shall be protected with the use of Volatile Corrosion Inhibitors (VCI) or Desiccant packs. Where VCI is used, electric or battery operated devices, batteries, natural or synthetic rubber, optical systems, or precision moving parts shall be placed in a heat sealed bag to prevent exposure to vapors. Desiccant and VCI shall not be present in the same pack. The exterior unit pack shall be marked for handling to indicate that the load must be shipped and stored in the upright position only. Manuals, parts lists, and warranty information shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag. Packing Lists shall be sealed in water-resistant envelopes and secured to the exterior of the load or crate in the most protected location.

*** END OF NARRATIVE 1 ***

Section E - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE POINTS: ORIGIN

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

INSPECTION POINT: _____

(Name) (CAGE)

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

ACCEPTANCE POINT: _____

(Name) (CAGE)

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

PRODUCT VERIFICATION TEST REPORT (PVTR) ACCEPTANCE: DESTINATION

The Government's acceptance of the PVT Report offered under this order shall take place at DESTINATION.

E.2. DESTRUCTIVE TESTING

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

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

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

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

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

E.3. PRODUCT VERIFICATION TESTING (CONTRACTOR FACILITY) (CDRL A005)

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of _3_ KT of 0631A0000_ shall be selected by the Government Quality Assurance Representative (QAR) for _Product Verification Testing_.

(b) The test shall be conducted at the contractor's facility _IAW 0631A0000_. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least _15_ calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to _the Contract Specialist, the PCO, and the QAR_.

(c) The test sample shall be examined and/or tested in accordance with _The Technical Data Package associated QAP's_.

(d) Within _30_ days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the product verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Product Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the Product Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the

contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Product Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Product Verification testing. Any and all costs associated with testing the additional Product Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Product Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

E.4. INSPECTION AND ACCEPTANCE (FIRST ARTICLE/PVT APPROVAL)

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

(a) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with E.3. PRODUCT VERIFICATION TESTING (CONTRACTOR FACILITY).

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

E.5. SUPPLEMENTAL REQUIREMENTS TO FIRST ARTICLE APPROVAL (PVT - CONTRACTOR TESTING)

(a) The first article approval item(s) shall be examined and tested as required by the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed within the last year and the results are submitted with the Certificates of Conformance are submitted with the Product Verification Test Report.

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

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

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

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

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

(e) A Product Verification Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The Product Verification Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to

each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the Product Verification Test Report will be copy furnished to the ACO and cc the Contract Specialist and PCO.

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

*** END OF NARRATIVE 1 ***

FAR Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

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

Higher-Level Contract Quality Requirement (Dec 2014)

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

ISO 9001:2015 (21 Oct 2015) or equivalent

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

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

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

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

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

(End of clause)

0010

Inspection and Acceptance

INSPECTION: Origin ACCEPTANCE: Destination

GOVERNMENT APPROVAL/DISAPPROVAL: 30 CALENDAR DAYS

PRODUCT VERIFICATION TEST COMPLETION: 90 CALENDAR DAYS

Overall Contract Inspection/Acceptance Locations

0011	Inspection and Acceptance Location Both Source Instructions: W912CH is a placeholder. Inspection and Acceptance location DoDAACs will be revised at time of award.
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	DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0012	Inspection and Acceptance Location Both Source Instructions: W912CH is a placeholder. Inspection and Acceptance location DoDAACs will be revised at time of award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0013	Inspection and Acceptance Location Both Source Instructions: W912CH is a placeholder. Inspection and Acceptance location DoDAACs will be revised at time of award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0014	Inspection and Acceptance Location

	Both Source Instructions: W912CH is a placeholder. Inspection and Acceptance location DoDAACs will be revised at time of award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0015	Inspection and Acceptance Location Both Source Instructions: W912CH is a placeholder. Inspection and Acceptance location DoDAACs will be revised at time of award. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES

Section F - Deliveries or Performance

F.1. TIME OF DELIVERY

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

REQUIRED DELIVERY SCHEDULE

ITEM NO. __ QUANTITY __ WITHIN DAYS AFTER DELIVERY ORDER AWARD

CLIN 0010 1 LO 90 DAYS AFTER AWARD

CLIN 0011 EST 3404 KT 200 KT 120 DAYS AFTER AWARD WITHOUT PVT AT A RATE OF 200 KT PER MONTH; 210 DAYS AFTER AWARD WITH PVT AT A RATE OF 200 KT PER MONTH

CLIN 0012 EST 750 KT 200 KT 120 DAYS AFTER AWARD AT A RATE OF 200 KT PER MONTH

CLIN 0013 EST 750 KT 200 KT 120 DAYS AFTER AWARD AT A RATE OF 200 KT PER MONTH

CLIN 0014 EST 750 KT 200 KT 120 DAYS AFTER AWARD AT A RATE OF 200 KT PER MONTH

CLIN 0015 EST 750 KT 200 KT 120 DAYS AFTER AWARD AT A RATE OF 200 KT PER MONTH

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO. __ QUANTITY __ WITHIN DAYS AFTER DELIVERY ORDER AWARD

CLIN 0010 1 LO ____

CLIN 0011 EST 3404 KT ____

CLIN 0012 EST 750 KT ____

CLIN 0013 EST 750 KT ____

CLIN 0014 EST 750 KT ____

CLIN 0015 EST 750 KT _____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.2. LONG TERM CONTRACTS - FOB DESTINATION

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:

70% to DDSP New Cumberland Facility (AN5) (Plant 7002)

20% to Def Dist Depot Red River (BR4) (Plant 7001)

10% to XU Def Dist Depot San Joaquin (AQ5) (Plant 7011)

*** END OF NARRATIVE 1 ***

0010

Note: The contractor is authorized to deliver PVTR early at no additional cost to the Government.

0011	Quantity 3,404 Kit Address and POC
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	Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0012	Quantity 750 Kit Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0013	Quantity 750 Kit Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0014	Quantity 750 Kit Address and POC

	Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0015	Quantity 750 Kit Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.247-34	F.o.b. Destination.	1991-01		
52.247-48	F.o.b. Destination-Evidence of Shipment.	1999-02		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Combo

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

Combo

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>TBD</u>
Issue By DoDAAC	<u>W912CH</u>
Admin DoDAAC	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>SEE SCHEDULE</u>
Ship From Code	<u>SEE SCHEDULE</u>

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

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

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

(g) *WAWF point of contact.*

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

N/A

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

(End of clause)

Section H - Special Contract Requirements

H.1. Army Contract Writing System (ACWS) Transition Information for Contractors

a. 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 Contract.

b. During this transition period, Contractors are hereby advised:

1. The Contracting Office may use any combination of contract writing systems to generate distributable copies of this contract during its period of performance, as well as any subsequent modifications or orders (if applicable). As a result:

i. Subsequent documents you receive may appear noticeably different than the original award or previous contractual documents from the same Contracting Office.

ii. A change between contract writing systems may cause important information concerning contract terms and conditions to take on different formatting or appear in different parts of later documents issued.

iii. Contractors shall ensure Customer Relationship Management (CRM) systems and personnel interacting with this contract are prepared to identify and respond appropriately to differences between document versions.

2. The Government does not intend to use the shift between contract writing systems to effect any changes to Contract terms and conditions. Therefore:

i. Contractors should view changes to terms or conditions between document versions as system-generated and potentially erroneous unless accompanied by narrative(s) designating such changes as deliberate and desired.

ii. Contractors shall inform the Contracting Officer listed on the first page of the most recent document issued for guidance regarding any suspected or observed inadvertent or system-generated changes (e.g. noticing something missing in a new conformed copy).

iii. The Government will correct any inadvertent or system-generated changes, additions, or omissions discovered by either party, via bilateral modification, at no cost to the Contractor.

iv. The terms and conditions contained in the latest document reflecting deliberate action by the Contracting Officer (e.g. the last conformed copy of the award not affected by the observed issue) will take precedence until these problems are corrected.

3. In the unlikely event award information is corrupted or mutilated during system migration and replacement or re-issuance of this contract is necessary for continued contract administration, the Contracting Officer will:

- i. Issue a continuation contract in accordance with DFARS 204.1601(c) and DFARS PGI 204.1601 (c), carrying over all terms and conditions from the last-known version of this contract accurately reflecting mutual agreement of the parties.
- ii. Incorporate the last-known version of this contract accurately reflecting mutual agreement of the parties as an attachment to the replacement or continuation contract for future reference.
- iii. Ensure any such reissuance or continuance is properly reported to preserve the integrity of Contractor performance measurement data, if any (e.g. FAPIIS, CPARS).

*** END OF NARRATIVE 1 ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality	2017-01		

Agreements or Statements.

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.211-5	Material Requirements. (Deviation 2026-O0038)	2026-02
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.212-4	Terms and Conditions-Commercial Products and	2026-02

Commercial Services. (Deviation
2026-O0038)

52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02		
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data- Modifications-Sealed Bidding.	2020-06		
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications- Sealed Bidding. (Deviation 2026- O0038)	2026-02		
52.214-29	Order of Precedence-Sealed Bidding.	1986-01		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	2026-02		
52.217-2	Cancellation Under Multi-year Contracts.	1997-10		
52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026- O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Alternate I)	2026-02	Alternate I	2020-03
52.219-8	Utilization of Small Business	2026-02		

	Concerns. (Deviation 2026-00038)	
52.222-3	Convict Labor. (Deviation 2026-00038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-00038)	2026-03
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-00038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-00038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-00038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-00038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-00038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-00038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-00040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While	2024-05

Driving.

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.229-3	Federal, State, and Local Taxes.	2026-02
52.232-1	Payments.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and	2026-02

	Exclusions. (Deviation 2026-O0038)	
52.242-13	Bankruptcy.	1995-07
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-23	Limitation of Liability.	1997-02
52.247-68	Report of Shipment (REPSHIP).	2006-02
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7015	Notice of Authorized Disclosure	2023-01		

of Information for Litigation
Support.

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7001	Buy American and Balance of Payments Program. (Alternate II)	2024-02	Alternate II	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7013	Duty-Free Entry.	2025-08		
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	2005-06		
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2023-01		
252.225-7033	Waiver of United Kingdom Levies.	2003-04		

252.225-7048	Export-Controlled Items.	2013-06		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	2024-05		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02

252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
252.232-7010	Levies on Contract Payments.	2006-12		
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11		
252.246-7001	Warranty of Data. (Alternate II)	2014-03	Alternate II	2014-03
252.247-7023	Transportation of Supplies by Sea.	2024-10		
252.270-7002	Pilot Program to Incentivize Contracting with Employee-Owned Businesses.	2024-11		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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52.216-18	Ordering.	2020-08		
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Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract award plus five years.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 120 KT, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 3404 KT;

(2) Any order for a combination of items in excess of 3404 KT; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22	Indefinite Quantity. (Deviation 2026-00038)	2026-02
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Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

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

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

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

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

(End of clause)

52.219-14 Limitations on Subcontracting. 2026-02
(Deviation 2026-O0038)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(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)

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

dollar value.

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

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

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

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

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

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

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

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402.

[____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]

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

(End of clause)

52.222-36	Equal Opportunity for Workers with Disabilities. (Alternate I)	2026-02	Alternate I	2014-07
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Alternate I (Jul 2014). As prescribed in 22.1408 (b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: N/A_____ [List term (s)].

52.222-50	Combating Trafficking in Persons. (Deviation 2026- O0038) (Alternate I)	2026-02	Alternate I	2026-02
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Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 22.1703-2(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(c)(1)(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:
_____	_____	_____
_____	_____	_____

52.223-3 Hazardous Material Identification 2026-02
 and Safety Data. (Deviation 2026-
 O0038)

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award,

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

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

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of clause)

52.223-11	Ozone-Depleting Substances. (Deviation 2026-O0038)	2026-02
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Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(a) Definition. As used in this clause-

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

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

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

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

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

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

(End of clause)

52.247-63	Preference for U.S.-Flag Air Carriers.	2025-01
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Preference for U.S.-Flag Air Carriers (Jan 2025)

(a) Definitions. As used in this clause-

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

U.S.-flag air carrier means an entity granted authority to provide air transportation in the form of a certificate of public convenience and necessity under 49 U.S.C. 41102.

(b) U.S. Government-financed international air transportation. 49 U.S.C. 40118, Government-financed air transportation (commonly referred to as the Fly America Act), requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the General Services Administration to issue regulations that, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) Use of U.S.-flag carriers for international air transportation. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) Statement of unavailability of U.S.-flag air carriers. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation) _____

[State reasons]:

(End of statement)

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-1	Value Engineering. (Deviation 2026-O0038)	2026-02
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Value Engineering (Feb 2026) (Deviation 2026-O0038)

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

(b) Definitions.

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

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

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

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by

the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

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

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

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

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

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

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot later be revised.

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

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract,

the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only;

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

(iii) To the contract type only.

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

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

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

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

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

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

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

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

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

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

Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

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

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

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

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

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

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

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

Contractor's Share of Net Acquisition Savings (Figure in Percent)

Sharing arrangement

Contract Type

Incentive (Voluntary)

Program Requirement

(Mandatory)

Rate	Instant Contract Rate		Concurrent and Future Contract	
	Instant Contract Rate		Concurrent and Future Contract Rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)			(**)	
*50	(**)	25		
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

- (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
- (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
- (iii) Multiplying the result by the Contractor's sharing rate.

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

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

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

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

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

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability

and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

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

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

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

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

(End of clause)

Clauses Incorporated By Reference (Feb 1998)

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

For FAR clauses: <https://www.acquisition.gov/far-overhaul> For DFARS clauses: https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item

from any other like and unlike item and is never used again within the enterprise.

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit	Line Item	Number	Item Description
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N/A	N/A		
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N/A	N/A		
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N/A	N/A		
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(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit	Line Item	Number	Item Description
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N/A	N/A		
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N/A	N/A		
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N/A	N/A		
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(If items are identified in the Schedule, insert "See Schedule in this table.")

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

- (7) Lot or batch number (if there is serialization within the lot or batch number). **
- (8) Current part number (optional and only if not the same as the original part number). **
- (9) Current part number effective date (optional and only if current part number is used). **
- (10) Serial number (if concatenated unique item identifier is used). **
- (11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

252.223-7001 Hazard Warning Labels.

1991-12

HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror

shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

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

(End of clause)

252.227-7989	Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
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RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION-- OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been

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

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

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

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

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

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

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

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

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

"Form, fit, and function data" means technical data that describe the required overall physical,

functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

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

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

"Government purpose rights" means the rights to--

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

(B) Computer software or computer software documentation;

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

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

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

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

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

(x) Computer software developed exclusively with Government funds;

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

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

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

(2) Government purpose rights. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c) (1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

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

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

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

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

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

data; or

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

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

(4) Restricted rights. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

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

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

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

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

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

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

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

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

(i) The parties have agreed otherwise; or

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

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

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

(e) Third party copyrighted data and software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the

appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

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

Technical Data or Computer Software to be Furnished With Restrictions ¹ (LIST)	Basis for Assertion ² (LIST)	Name of Person Asserted Rights Category ³ (LIST)	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 Documentation--Other Than Commercial Products and Commercial Services, clause

contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) Preexisting data or software markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings--(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this

contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data or computer software markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) Limitation on charges for rights in technical data, computer software, or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software

documentation will be delivered.

(l) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or

computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	Attachment 0001 - TD P 0631A000 0	Drawings		11 Sep 2026			Attachment	No
AA	Contract Data Requirements List (CDRL)	Contract Data Requirements List (CDRL)	Contract Data Requirements List (CDRL)		0010		Exhibit	No

Section K - Representations, Certification, & Other Statements**FAR Provisions Incorporated by Reference**

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	2026-02		

DFARS Provisions Incorporated by Reference

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

Representation.

252.270-7001	Pilot Program to Incentivize Contracting with Employee-Owned Businesses-Subcontracting Certification.	2024-11
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FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(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 (FAPIS) 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 FAPIS 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)

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

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend ☐ [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

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

Place of Performance (Street Address, City, State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of provision)

52.214-16 Minimum Bid Acceptance Period. 1984-04

Minimum Bid Acceptance Period (Apr 1984)

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

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

(c) The Government requires a minimum acceptance period of 180 calendar days.

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

The bidder allows the following acceptance period: _____ calendar days.

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

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

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

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

(End of provision)

52.225-18 Place of Manufacture. 2018-08

Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision-

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) ☐ Outside the United States.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026- O0038)	2026-02
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Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

- (1) A citizen or resident of the United States;
 - (2) A domestic partnership;
 - (3) A domestic corporation;
 - (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
 - (5) Any trust if-
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective
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Date

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05
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PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services

to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

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

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

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

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

(i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

(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.

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

FAR/DFARS provision No.	Title	Date	Change

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

252.227-7992	Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036)	2026-02	Deviation 2026-O0036	2026-02
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IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

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

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

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

"Technical data" is defined in--

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

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

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or

Disclosure of Technical Data or Computer Software

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

Technical data or computer software to be delivered with restrictions ¹ (LIST) ⁵	Basis for assertion ² (LIST)	Name of person Asserted rights category ³ (LIST)	asserting restrictions ⁴
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1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

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

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

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

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

Date _____

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)

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

L.1. GENERAL BID INFORMATION

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

(b) There is a Technical Data Package (TDP) associated with this procurement. The TDP is Distribution Statement "A", which is approved for public release and distribution is unlimited. Please see Section C.1. TDP Information for instructions on how to access this data. Please also see Section C.4. Additional Quality Assurance / Quality Engineering Requirements.

BIDDERS MUST RETURN A SIGNED COPY OF THE TDPL COVER SHEET WITH THEIR BID SUBMISSION OR THE BID SUBMISSION MAY BE REJECTED.

(c) Minimum Acceptance Period.

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

(2) The Government requires a minimum acceptance period of 90 calendar days. Bidders may specify a longer acceptance period via the FAR 52.214-16 fill-in. However, a bid allowing less than the Government's minimum acceptance period will be rejected.

L.2. BID CONTENT AND FORMAT

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

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

- (1) STANDARD FORM 1449 (IFB COVER PAGE) & Amendments (if applicable);
- (2) SECTION B: The unit prices and dollar amounts requested for CLINs 0010-0015;
- (3) SECTION E: E.1. Inspection and Acceptance Points - Origin;
- (4) SECTION F: F.1. TIME OF DELIVERY;
- (5) SECTION J: TDPL COVER SHEET in Attachment 0001 - TDP 0631A0000;
- (6) SECTION K: DFARS 252.204-7998 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043);
- (7) SECTION K: FAR 52.225-18 - Place of Manufacture; and
- (8) SECTION K: FAR 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation

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

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

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

(a) Submission Method and File Size. All bids shall be submitted electronically in accordance with Section A.3. Electronic Contracting. Maximum size of each e-mail is 10 megabytes. Bidders may use multiple e-mail messages for each submission. However, they must annotate the subject line of each message as described in Section A.3, and number them in the following manner: "Message 1 of 3, 2 of 3, 3 of 3".

NOTE: FAX, HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

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

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

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

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

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

(g) Readable and Virus-free Submission. Bidders shall make every effort to ensure their bid is readable and virus-free. Bids (or any portion(s) thereof) submitted which indicate the presence of a virus, or are otherwise unreadable, will be handled in accordance with FAR 14.406: Receipt of an Unreadable Electronic Bid. The following is intended to supplement this FAR reference:

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

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

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

(h) Submission Due Date. Bidders must ensure their bid, in its entirety, and any modifications or withdrawals, reach the required destination by the exact date and time for receipt of bids specified in Standard Form 1449, Block 8 (IFB cover page). Any bid, modification, or withdrawal received after the exact date and time specified for receipt of bids is late and may not be considered. Please see FAR 52.214-7: Late Submissions, Modifications, and Withdrawals of Bids for additional information.

(i) Bidders are limited to submitting one bid with one approach to meeting the requirements of this IFB. Further, Bids must be submitted for the total quantity of items identified in this IFB, pursuant to Section A.6. All or None. Bids submitted for less than all requirements called for by this IFB will be deemed nonresponsive and may be rejected. Further, bids that contain alternative terms and conditions may be considered as taking exception to the requirements of this IFB and may be rejected.

L.4. BID OPENING

(a) Bid opening will be held with all Bidders and shall commence on Wednesday, 21-Oct-2026 at 1 p.m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via e-mail, after IFB close and at least 24 hours prior to bid opening, to receive this information:

Lyndsey Pena

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: lyndsey.m.pena.civ@army.mil

-and-

Nikhil Patel

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: nikhil.a.patel2.civ@army.mil

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

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

L.6. Army Contract Writing System (ACWS) Transition Information for Offerors

a. 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.

b. During this transition period, Offerors are hereby advised:

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:

i. 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.

ii. 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.

iii. 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.

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:

i. 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.

ii. 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.

iii. 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.

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.

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:

- i. 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.
- ii. 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.
- iii. Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.
- iv. Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

L.7. 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.8. UNCLASSIFIED Proposal, Modification, or Revision/Amendment Submission Instructions

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

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

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

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-10	Contract Award-Sealed Bidding.	1990-07		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		

52.214-35	Submission of Offers in U.S. Currency.	1991-04
52.215-16	Facilities Capital Cost of Money.	2003-06
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	2026-02
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

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

Economic Purchase Quantity-Supplies (Aug 1987)

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

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

Offeror Recommendations				
Item	Quantity	Price Quotation		Total
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

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

(End of provision)

Program Use.

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

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

The Government contemplates award of a 5-Year Firm-Fixed-Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02
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Solicitation Provisions Incorporated by Reference (Feb 1998)

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

For FAR clauses: <https://www.acquisition.gov/far-overhaul> For DFARS clauses: https://www.acq.osd.mil/dpap/dars/class_deviations.html

(End of provision)

52.252-5 Authorized Deviations in 2020-11
Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

Section M - Evaluation Factors for Award

M.1. BASIS OF AWARD

(a) Overview. The Government will evaluate bids based on the unit prices identified in Section B for CLINs 0010-0015 and intends to award a single firm-fixed-price contract to the responsible Bidder with the lowest evaluated price. The lowest evaluated price will be determined as follows:

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

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

(3) If a Bidder fails to identify a unit price for all CLINs, including PVTR, its bid may be rejected. Further, the Government will not accept any additional prices identified in Section B or elsewhere in this IFB. If a Bidder submits additional prices, other than those requested for CLINs 0010-0015, the bid may be rejected.

(b) Price Reasonableness. The Government will assess the reasonableness of the Bidder's proposed prices. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of price reasonableness by any means allowable under FAR 15.404-1: Proposal Analysis Techniques.

(c) Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more contract line items or ranges is significantly over- or understated as determined by the application of cost and price analysis techniques. Offerors are cautioned that any bid determined to contain unbalanced pricing may be rejected or determined unacceptable for award. Please see FAR 15.404-1(g) Unbalanced Pricing for additional information.

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

(e) Equal Low Bids. A contract shall be awarded in the order of priority identified at FAR 14.408-6: Equal Low Bids when two or more low bids are equal in all respects. Therefore, the Bidder is required to complete and return the associated FAR 52.219-2: Equal Low Bids fill-in with its bid submission.

(f) Only One Bid. When only one bid is received, the requirements identified at DFARS 252.215-7008: Only One Offer shall apply.

M.2. CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

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

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

(2) submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation,

(3) meets all the responsibility criteria at FAR 9.104, and

(4) is registered in the System for Award Management (SAM).

(b) To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

(1) arrange a visit to the offeror's plant and perform a preaward survey;

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

(c) If the offeror does not provide the Government with the 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.

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

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-2	Equal Low Bids. (Deviation 2026-00038)	2026-02		

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

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

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

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

(End of provision)