

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

1 124

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

W912CH27RA027

4. TYPE OF SOLICITATION

- ☐ SEALED BID (IFB) INVITATION FOR BID
☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL

5. DATE ISSUED

15 OCT 2026

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE

W912CH

8. ADDRESS OFFER TO (If other than item 7)

W6QK ACC- DTA

KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD

WARREN, MI 48397-5000

UNITED STATES

CIARA WOODARD-BROWN, EMAIL: CIARA.L.WOODARD-BROWN.CIV@ARMY.MIL TELEPHONE: 571-588-9077

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

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 03:30 PM local time 19 NOV 2026
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

CIARA WOODARD-BROWN

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

571

NUMBER

588-9077

EXTENSION

C. EMAIL ADDRESS

CIARA.L.WOODARD-BROWN.CIV@ARM

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different

period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 52.232-8)	☒ 10 CALENDAR DAYS (%)	☐ 20 CALENDAR DAYS (%)	☐ 30 CALENDAR DAYS (%)	☐ CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 12/2022)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Section A - Solicitation/Contract Form

Instrument Name: Buttstock Assembly

Product Service Code : 1005

A.1 DESCRIPTION OF THE ACTION

A.1.1 This solicitation is intended to result in the award of a single Five-Year, Requirements, Firm Fixed Price (FFP) contract for the Buttstock Assembly,

NSN: 1005-01-576-8901, P/N: 13026046.

A.1.2 This solicitation is a 100% set aside for small businesses in accordance with (IAW) Federal Acquisition Regulation (FAR) 52.219-6.

A.1.3 There is a Technical Data Package (TDP) associated with this procurement. The TDP distribution code is "D" which limits access to U.S. Government agencies and its contractors. Please refer to Section C.1 for additional information.

A.1.4 Offerors shall follow Section L for Instructions, Conditions, and Notices to Offerors for proposal submission and Section M for Evaluation Factors.

A.2 SOLICITATION STRUCTURE

A.2.1 The Government will utilize North American Industry Classification System (NAICS) code 332994 Small Arms, Ordnance, and Ordnance Accessories Manufacturing for this procurement. This NAICS will also be assigned to any subsequent awarded delivery orders for the resulting contract.

A.2.2 Failure to register in the System for Award Management (SAM) for the corresponding NAICS code identified in paragraph A.2.1 prior to submitting a proposal for this solicitation may preclude an award made to your company. Offerors should be aware of how U.S. Small Business (SB) concerns are defined in FAR Part 19, Defense Federal Acquisition Regulation Supplement (DFARS) part 219, and 13 CFR 121 Small Business Size Regulations. Offerors are advised to

review 13 CFR 121.103 How does SBA determine affiliation, if applicable to this solicitation.

A.2.3 All proposals received in response to this solicitation shall remain valid for a minimum of 120 calendar days.

A.3 ELECTRONIC CONTRACTING

A.3.1 All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (<https://www.sam.gov>). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

A.3.2 Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

A.3.3 Interested offerors shall submit a proposal via email to the Contract Specialist

HYPERLINK "mailto: ciara.l.woodard-brown.civ@army.mil and cc the corresponding Contracting Officer

(elizabeth.l.levinewelhouse.civ@army.mil) with the subject header: Proposal Submission

W912CH 26-R-A089 (company name). Once a proposal is received, the Contract Specialist /Contracting

Officer will reply with the respective Offeror stating receipt of proposal submission.

A.3.4 Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, to be received by the Government office designated in the solicitation by the time specified.

A.3.5 Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission.

A.3.6 Solicitations may remain posted on www.SAM.gov after the solicitation closing date.

A.3.7 Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. All questions regarding the requirements of this solicitation and applicable attachments must be submitted by November 16, 2026, 3:30 PM EST to contract specialist Ciara Woodard-Brown at ciara.l.woodard-brown.civ@army.mil and backup contract specialist Mark Hilson HYPERLINK [mailto: mark.d.hilson.civ@army.mil](mailto:mark.d.hilson.civ@army.mil). The Government will review all questions received but is not obligated to answer questions submitted after the date noted above prior to the solicitation close date. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.ptac-us.org/> to locate a regional center.

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 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

A.5.1 This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 4801-4852 of Title 50, United States Code). This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

A.5.2 To be eligible to gain access to this export controlled TDP (via SAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: <http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx> Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, an offeror may request the TDP in accordance with the solicitation's Section C Technical Data Package instructions.

A.5.3 Upon completion of the purposes for which Government Technical Data has been provided, the offeror, and all subcontractors, vendors, and sub-vendors of the offeror, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.

A.5.4 Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

A.6 ORDERING PERIODS

There will be five-one-year ordering periods beginning the date of contract award. See Section B for more details.

A.7 DELIVERY ORDERS

Future delivery orders will be placed IAW FAR clause 52.216-18 Ordering, 52.216-19 Order Limitations and FAR clause 52.216-21 Requirements.

A.8 ARMY CONTRACTING COMMAND DETROIT ARSENAL OMBUSPERSON

A.8.1 Information regarding the Ombudsperson for this contract is located at the following website: <https://www.tacom.army.mil/ombudsperson> . (Best viewed using Google Chrome or Microsoft Edge)

A.9 ALL OR NONE

A.9.1 Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

A.9.1.1 ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

A.9.1.2 OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

*** END OF NARRATIVE 1 ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

SUPPLIES OR SERVICES AND PRICES/COSTS:

IN THE FOUR DIGIT ITEM NUMBERS

(CLINS) THAT FOLLOW, THE NUMBERING SYSTEM

THAT IS USED IS AS FOLLOW:

THE FIRST THREE DIGITS SIGNIFY ITEM AND

THE FOURTH (LAST) DIGIT SIGNIFIES THE

APPLICABLE ORDERING 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, CLIN

0014 IS FOR THE FIRST ITEM - FOURTH

ORDERING YEAR, CLIN 0015 IS FOR THE FIRST

ITEM - FIFTH ORDERING YEAR, ETC.

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.

PLEASE NOTE:

1) The quantities identified in
this contract are estimated only and not
a representation that conditions
affecting the Government needs will
be stable.

2) 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.

*** END OF NARRATIVE 1 ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	First Article Test - Contractor Testing Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		
0011	First Ordering Year National Stock Number: 1005015768901 Product Service Code: 1005 Pricing Arrangement: Firm Fixed Price	2,655	Each		
0012	Second Ordering Year National Stock Number: 1005015768901 Product Service Code: 1005 Pricing Arrangement: Firm Fixed Price	408	Each		
0013	Third Ordering Year National Stock Number: 1005015768901 Product Service Code: 1005	408	Each		

	Pricing Arrangement: Firm Fixed Price				
0014	Fourth Ordering Year National Stock Number: 1005015768901 Product Service Code: 1005 Pricing Arrangement: Firm Fixed Price	408	Each		
0015	Fifth Ordering Year National Stock Number: 1005015768901 Product Service Code: 1005 Pricing Arrangement: Firm Fixed Price	408	Each		
9000	See Exhibits A The below Exhibit Line Item Numbers (ELIN) are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423 listed in Section J).				
A001	Engineering Change Proposal (ECP) Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		

A002	Request for Proposal (RFV) Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		
A003	Notice of Revision (NOR) Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		
A004	Test Procedure - Heavy Phosphate Coating Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		
A005	Acceptance Inspection Equipment (AIE) Report Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		
A006	First Article Test Report (FATR) Product Service Code: R499 Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

C.1 TECHNICAL DATA PACKAGE INFORMATION

The following "X" applies to this solicitation:

☐ 1. There is no Technical Data Package (TDP) included with this solicitation. MOD/AMD Page 19 of 82

☒ 2. The TDP for this solicitation resides within the System for Award Management (SAM) (<https://SAM.gov>) associated with this solicitation number:

W912CH-26-R-A089

To access the data through SAM:

C.1.1 Log on to the SAM web site: <https://SAM.gov>.

C.1.2 Search for the solicitation number.

C.1.3 Click on the attachment you would like to view.

C.1.4 If the attachment is restricted, request access to the document.

C.1.4.1 TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code).

C.1.4.2 Further dissemination of the TDP must be in accordance with provisions of DoD Directive 5230.25, DoDI 5230.24, its Distribution Statement markings, and U.S. export control laws. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

C.1.4.3 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 [HYPERLINK "https://www.dla.mil/Portals/104/Documents/J3LogisticOperations/FIC/JCP/J3_DDForm2345Instructions\(Oct2022\)_221005.pdf?ver=dLEK75KpKWRfj3e5wMI8BQ%3d%3d"](https://www.dla.mil/Portals/104/Documents/J3LogisticOperations/FIC/JCP/J3_DDForm2345Instructions(Oct2022)_221005.pdf?ver=dLEK75KpKWRfj3e5wMI8BQ%3d%3d) "_blank"DD FORM 2345 Instructionsand [HYPERLINK "https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2345.pdf"](https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2345.pdf) "_blank"DD 2345.

C.1.5 Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

C.1.6 If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren (DTA) with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

C.1.7 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 submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to <https://www.sam.gov/> The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

C.1.8 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 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

C.2.1 The contractor is subject to, at a minimum, the provisions of the current TACOM OPSEC Plan, or other approved U.S. Government OPSEC plan, per AR 530-1, Operations Security. This Plan specifies the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

C.2.2 The contractor will receive a copy of the Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by TACOM G3/G2 or individual organizations supporting AT/OPSEC Officers.

C.2.3 The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.3 OPSEC TRAINING REQUIREMENT Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at: <https://securityawareness.dcsa.mil/opsec/index.htm>. Within 10 days of completing the training, the Contractor shall provide certificates/proof of completion to the Contracting Officer's Representative (COR), if assigned to the contract, or the Procuring Contracting Officer (PCO).

C.4 COUNTERINTELLIGENCE AWARENESS AND REPORTING (CIAR); FORMERLY KNOWN AS THREAT AWARENESS REPORTING PROGRAM (TARP): Per AR 381-12, all Department of the Army (DA) personnel (Military/Civilian/Contractor) must complete CIAR training within 30 days of assignment or employment to an organization/contract, and then once every 12 months thereafter pursuant to DoDD 5240.06. DA personnel will complete "Counterintelligence Awareness and Reporting for DoD Employees" CI116.16, located at <https://www.cdse.edu/>, to satisfy most Army annual training requirements.

In addition, per AR 381-12 Chapter 5, the following individual(s) must receive an in-person CIAR briefing directly from an ACI Special Agent or a CI-experienced person in addition to the annual training requirement:

DA personnel scheduled to travel (official, unofficial, permanent change of station) to or through countries with a high foreign intelligence or terrorist threat level as identified by Defense Intelligence Agency or the Department of State, will receive a special CIAR briefing prior to the travel and will be debriefed upon return. AR 38112 13 June 2025 11.

DA personnel who have security clearances travelling to foreign locations in any duty status must fulfill pre-and-post travel security briefing and debriefing requirements in accordance with the DoD Foreign Clearance Guide and DoDD 4500.54E.

DA personnel deploying in support of military exercises or contingency operations will receive a special CIAR briefing prior to departure.

DA personnel taking part in bilateral or multilateral engagements with foreign governments or international organizations will receive a CIAR briefing prior to the event.

Foreign visitors, personnel, and personal connections. Commanders will coordinate with unit security managers to identify personnel potentially vulnerable to FIE exploitation and ensure they are referred to ACI to receive specialized CIAR briefing.

Such personnel will receive foreign intelligence threat briefings prior to foreign travel or event.

Personnel with access to Sensitive Compartmented Information and Special Access Programs.

Personnel assigned to or supporting defense critical infrastructure or associated assets, pursuant to DoDD 3020.40 and DoDI 5240.19, will receive an in-person special CIAR briefing on an annual basis. Such personnel will notify their local ACI office of all projected foreign travel or foreign visits.

Foreign government employment. Current and retired DA personnel seeking employment with foreign government entities will have CIAR training and support made available.

Information technology professionals System administrators, privileged users, and those with privileged access that provides an individual capability to alter the properties, behavior, or control of a DoD information system will receive in-person special CIAR briefings on an annual basis.

Professional and educational exchange programs with foreign governments.

These briefings will be tailored to the particular risk or threat involved, including methods the person may use to minimize the risk, and will place special emphasis on reporting responsibilities. Debriefings will be conducted as soon as feasible following completion of travel, duty, or visit to a foreign country, or attendance at a conference with foreign personnel by an ACI Special Agent. Failure to receive training does not relieve individuals from their reporting responsibilities in chapter 4 of this regulation.

C.5 CONFIGURATION MANAGEMENT DOCUMENTATION

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

C.5.1 The Configuration Change Management section of SAE EIA-649-1(current revision) Configuration Management Requirement for Defense Contracts, Paragraph 3.3, shall be used for configuration control of material with the following exclusions: paragraph 3.3(3); the second sentence of paragraph 3.3.1.8.1(1).

C.5.2 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.5.3 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.

C.5.4 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.

C.5.5 For ECPs, RFVs, or NORs, the Contractor must submit the documentation listed in subparagraphs e (i) through e (iii). Failure to submit a complete legible package may result in return of the ECP/RFV/SCN/NOR without processing.

C.5.5.1 for ECPs, the Contractor shall prepare and deliver the ECP in accordance with (IAW) CDRL A001.

C.5.5.2 for RFVs, the Contractor shall prepare and deliver the RFV IAW CDRL A002.

C.5.5.3 for NORs, the Contractor shall prepare and deliver the NOR IAW CDRL A003.

C.5.6 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.

C.5.7 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).

C.5.8 The submission of an ECP/RFV/SCN/NOR does not affect the required delivery date of the contract.

C.6 HEAVY PHOSPHATE COATING REQUIREMENT

The following requirements regarding heavy phosphate coatings are applicable to this solicitation in accordance with CDRL A004: Test Procedure - Heavy Phosphate Coating and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232.

C.6.1 Paragraph 3.1 of MIL-DTL-16232 refers to "Preproduction Inspection." The procedure shall be submitted in accordance with the Contract Data Requirements List (CDRL) contained in the contract. The contract number must be cited on all phosphate coating procedures submitted for review and approval. Procedures shall include product name and manufacturer of all chemicals /materials to be used. All processes, equipment, controls along with testing and test frequencies used for phosphating including application of supplemental finishes shall be described in detail.

C.6.2 Paragraph 3.2.5-c of MIL-DTL-16232 refers to the "Chromic acid rinse, (Classes 1, 2 and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

C.6.3 Paragraph 4.7.3 of MIL-DTL-16232 refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is "per lot, at least every 8 hours."

C.6.4 Paragraph 4.7.5 of MIL-DTL-16232 refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least every 8 hours."

C.6.5 The "product name" along with the manufacturer of the supplemental dry film lubricant or CARC paint (primer/topcoat) shall be stated in the procedure and shall be traceable to the applicable Qualified Products List (QPL) or Qualified Products Database (QPD) at Assist Online. QPD products may be obtained at the quick search site, type the specification number (i.e., 3150)

in the second block and click the "Submit" button. Then click on the specification (i.e., MIL-PRF 3150). In the next screen, click on the word "Qualification".

To obtain MIL Specs, MIL Standards, QPL and QPD products see <<https://assist.dla.mil/online/start> />.

To obtain MIL Specs, MIL Standards, QPD products see <<https://assist.dla.mil/online/start> />.

C.6.6 A thickness range for the supplemental dry film lubricant or CARC paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

C.6.7 Heat cured dry film lubricant shall be air dried for 1.0 hour (until dry to touch) after dipping /spraying or flash dried at 155-175 degrees F for 10-30 minutes and then heat cured at a temperature of 375-425 degrees F for 55-65 minutes per paragraph 4.4.2.2 of MIL-PRF-46010.

C.6.8 Air cure dry film lubricant shall be air dried at room temperature for 24 hours minimum.

C.6.9 Adhesion testing shall be stated in the procedure for a supplemental coating of dry film lubricant per ASTM D2510 or CARC paint per ASTM D3359, method B along with the frequency for testing. A daily frequency is required.

C.6.10 Salt spray testing of parts with phosphate and supplemental dry film lubricant per ASTM B117 for 100 hours shall be stated in the procedure along with the frequency for testing. The frequency for testing is "per lot or weekly." Parts shall show no more than 3 rust spots per 3" x 6" area with none larger than 1.0mm in diameter. Salt spray testing of parts with phosphate and primer per ASTM B117 for 336 hours shall be included in the procedure for supplemental coatings of CARC paint along with a frequency for testing. The frequency for salt spray testing is "per lot or monthly." Parts shall show no visible rust exceeding rust grade no. 9 per ASTM D610, no more than 5 blisters per 4" x 6" area with none larger than 3/64 inch in diameter. Under film attack at the scribe shall not exceed 1/8 inch.

C.6.11 Topcoat color shall be visual/equipment checked against the specified chip no. of SAE

AMS-STD-595 per paint batch. The procedure shall include the specified color chip number.

C.6.12 Cure of the paint shall be checked daily by solvent wipe per paragraph 4.2.3.2 of MIL-DTL 53072. The manufacturer of the MEK solvent shall be stated in the procedure.

C.7 CONTRACT DATA REQUIREMENTS LIST

The contractor shall prepare the following deliverable reports in accordance with Exhibit A,
Contract Data Requirements List:

A001: Engineering Change Proposal (ECP)

A002: Request for Variance (RFV)

A003: Notice of Revision (NOR)

A004: Test Procedure - Heavy Phosphate Coating

A005 - Acceptable inspection Equipment (AIE) Report

A006 - First Article Test Report (FATR)

Refer to Exhibit A included within this solicitation and resulting contract for specific requirements for each report.

*** END OF NARRATIVE 1 ***

Requirements

Buttstock Assembly

Section D - Packaging and Marking

D.1 SPECIAL PACKAGING INSTRUCTIONS

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY

LEVEL OF PACKING: B

QUANTITY PER UNIT PACKAGE: 001

SPI NUMBER -13026046, DATED: 28 APR 25, REV D

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

C. Marking: In addition to any special markings called out on the SPI;

All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, 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 must 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 concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. 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.

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

F. 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.)

G. Unless otherwise specified, 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).

H. 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.

I. When applicable, 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.

SUPPLEMENTAL INSTRUCTIONS: N/A

*** END OF NARRATIVE 1 ***

Section E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

E.1.1 The Government's inspection 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, or subcontractor's facility, where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: ORIGIN

a. NAME:

b. CAGE:

c. ADDRESS, CITY, STATE, ZIP:

ACCEPTANCE POINT: ORIGIN

a. NAME:

b. CAGE:

c. ADDRESS, CITY, STATE, ZIP:

E.1.1.2 FIRST ARTICLE TEST REPORT (FATR) ACCEPTANCE: DESTINATION The Government's acceptance of the First Article Test Report (if required) offered under this order shall take place at DESTINATION.

E.2 REWORK AND REPAIR OF NONCONFORMING MATERIAL

E.2.1 Rework and Repair are defined as follows:

E.2.1.1 Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

E.2.1.2 Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

E.2.3 Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

E.2.4 Repair procedures shall be documented by the Contractor and submitted on a Request for Variance, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

E.2.5 Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

E.2.6 The rework or repair procedure shall also contain a provision for re-inspection which will take precedence over the Technical Data Package requirements and shall in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

E.3 ACCEPTANCE INSPECTION EQUIPMENT (AIE)

E.3.1 The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

E.3.2 The contractor shall provide all AIE in accordance with CDRL A005: Acceptance Inspection Equipment (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

E.3.3 AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

E.3.4 Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

E.3.5 When the contractor submits its proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

E.3.6 Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

E.3.7 The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

E.3.8 If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

E.4 FIRST ARTICLE TEST (CONTRACTOR TESTING)

E.4.1 The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

E.4.2 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:

E.4.2.1 Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

E.4.2.2 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.

E.4.2.3 Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

E.4.2.4 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 First Article Test Report.

E.4.2.5 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 First Article Test Report.

E.4.3 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.4.4 A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing /specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to USARMY RIA CCDC AC Mailbox RDAR-QEP: usarmy.ria.devcom-ac.mbx.rdar-qep@army.mil.

E.4.5 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.

E.5 NOTICE REGARDING FIRST ARTICLE TEST SAMPLE

E.5.1 The approved first article items, as described elsewhere in this contract, consist of a quantity of 5 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 5 that successfully passes all specified tests, less the destructive tests, if any, 5 serve as a manufacturing standard for the remainder of the contract.

E.5.2 A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) an aid in identifying any process changes, or 3) the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

E.5.3 The manufacturing standard will only be used to supplement contractual acceptance /rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

E.6 INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)

E.6.1 In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

E.6.1.1 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with FAR 52.209-3

E.6.1.2 The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

E.7 SUPPLEMENTAL REQUIREMENTS TO FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

E.7.1 In accordance with the requirements under FAR clause 52.209-3, found in Section I of this document, 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.

E.7.2 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.

E.7.3 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:

E.7.3.1 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 First Article Test Report.

E.7.3.2 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.

E.7.3.3 Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

E.7.3.4 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 First Article Test Report.

E.7.3.5 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 First Article Test Report.

E.7.4 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.7.5 A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing /specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to contract specialist Ciara Woodard-Brown at ciara.l.woodard-brown.civ@army.mil, contracting officer Elizabeth Levine-Welhouse at elizabeth.l.levinewelhouse.civ@army.mil, and engineering at mailbox usarmy.pica.devcom-ac.mbx.qesa-qew-aie@army.mil in accordance with CDRL A006 - First Article Test Report (FATR).

E.7.6 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 Tailored by excluding paragraph 8.3

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

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

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

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

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

(End of clause)

Section F - Deliveries or Performance

F.1 TIME OF DELIVERY

F.1.1 The Government requires delivery to be made according to the following schedule:

0001	1	LO	120 DAYS AFTER DELIVERY ORDER AWARD
0011	2,655	EA	270 DAYS WITH FAT / 150 DAYS WITHOUT FAT
0012	408	EA	150 DAYS AFTER RECEIPT OF ORDER
0013	408	EA	150 DAYS AFTER RECEIPT OF ORDER
0014	408	EA	150 DAYS AFTER RECEIPT OF ORDER
0015	408	EA	150 DAYS AFTER RECEIPT OF ORDER

F.1.2 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, may be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when 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:

CLIN	ESTIMATED QTY	CALENDAR DAYS AFTER AWARD
0001	1 LO	120 DAYS AFTER DELIVERY ORDER
_____	_____	_____
0011	2,655 EA	_____ DAYS W/FAT _____ DAYS W/O FAT
_____	_____	_____
0012	408 EA	_____ DAYS AFTER RECEIPT OF ORDER
_____	_____	_____
0013	408 EA	_____ DAYS AFTER RECEIPT OF ORDER
_____	_____	_____
0014	408 EA	_____ DAYS AFTER RECEIPT OF ORDER
_____	_____	_____

0015

408 EA

_____ DAYS AFTER RECEIPT OF ORDER

F.1.2.1 If the offeror has a FAT waiver as part of its proposal, as allowed in Section L.6, the offeror is encouraged to still submit a delivery date in the even the waiver is not approved. If the FAT CLIN delivery is not filled in under F.1.2 and the FAT waiver is rejected, the Government's required delivery schedule in F.1.1 will apply.

F.1.3 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.1.4 Only upon approval from Contracting Officer, an accelerated delivery schedule may be acceptable at no additional cost to the Government.

*** END OF NARRATIVE 1 ***

0011	Quantity 2,655 Each Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0012	Quantity 408 Each Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0013	Quantity 408 Each Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

0014	Quantity 408 Each Address and POC Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0015	Quantity 408 Each 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		
52.242-17	Government Delay of Work.	1984-04		
52.247-34	F.o.b. Destination.	1991-01		
52.247-48	F.o.b. Destination-Evidence of	1999-02		

Shipment.

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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 2 in 1

(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 2 in 1

(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.

(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>See Schedule</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 I - Contract Clauses

FAR Clauses Incorporated by Reference

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

52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-3	First Article Approval-Contractor Testing. (Alternate I)	2026-02	Alternate I	1997-01
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	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		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02		
52.215-14	Integrity of Unit Prices.	2021-11		

52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02

52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	2020-06
52.227-3	Patent Indemnity.	1984-04
52.227-9	Refund of Royalties.	1984-04
52.229-3	Federal, State, and Local Taxes.	2026-02
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	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
52.232-25	Prompt Payment.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.242-13	Bankruptcy.	1995-07
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02
52.244-5	Competition in Subcontracting.	2024-08
52.244-6	Subcontracts for Commercial Products and Commercial	2026-04

Services. (Deviation 2026-O0038)

52.246-23	Limitation of Liability.	1997-02
52.246-26	Reporting Nonconforming Items.	2024-08
52.247-5	Familiarization with Conditions.	1984-04
52.247-68	Report of Shipment (REPSHIP).	2006-02
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-8	Default (Fixed-Price Supply and Service).	1984-04
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government	1992-04		

Personnel Work Product.

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2026-O0025)	2024-05	Deviation 2026- O0025	2026-06
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7008	Restriction on Acquisition of Specialty Metals.	2013-03		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7060	Prohibition on Certain	2023-06		

Procurements from the Xinjiang
Uyghur Autonomous Region.

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
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7994	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (DEVIATION 2026-O0036)	2026-02	Deviation 2026- O0036	2026-02
252.227-7996	Technical Data--Withholding of 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
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	2014-10	Deviation 2020- O0010	2020-03
252.232-7010	Levies on Contract Payments.	2006-12		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor	2023-01		

Personnel.

252.240-7007	Prohibitions Relating to Chinese Military Companies. (DEVIATION 2026-O0025)	2026-09	Deviation 2026-O0025	2026-09
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		
252.243-7002	Requests for Equitable Adjustment.	2022-12		
252.247-7023	Transportation of Supplies by Sea.	2024-10		

FAR Clauses Incorporated by Full Text

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

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

(a) The Contractor shall test 5 unit(s) of Lot/Item 13026046:19200, NSN: 1005-01-576-8901 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to Contract Specialist Ciara Woodard-Brown, ciara.l.woodard-brown.civ@army.mil and usarmy.ria.devcom-ac-mbx.rdar-qep@army.mil marked "FIRST ARTICLE

TEST REPORT: Contract No. TBD, Lot/Item No. CLIN 0001." Within 30 calendar days after the Government receives the test report, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

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

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

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

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

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

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

(End of clause)

52.216-18

Ordering.

2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 1824 calendar days.

(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 102 each, 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 5,359 each;

(2) Any order for a combination of items in excess of 5,359; or

(3) A series of orders from the same ordering office within 30 calendar 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)

52.216-21	Requirements. (Deviation 2026-00038)	2026-02
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Requirements (Feb 2026) (Deviation 2026-00038)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's 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.

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

[x] 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) (Alternate I)	2026-02	Alternate I	2026-02
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Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code

332994

[Contracting Officer to insert NAICS codes.]

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)

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

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 (Mandatory)	Incentive (Voluntary)		Program Requirement	
	Instant Contract Rate	Concurrent and Future Contract Rate	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)

52.252-2	Clauses Incorporated by	1998-02
	Reference.	

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):

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

N/A N/A N/A

(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 ____ [insert regulation name] (48 CFR ____) 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
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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 Restrictions1 (LIST)	(LIST)	Basis for Assertion2 (LIST)	Name of Person Asserted Rights Category3 (LIST)	Asserting Restrictions4
_____	_____	_____	_____	

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
A	Contract Data Requirement List (CDRL) (A 001 - A006) Buttstock Assembly	Exhibit A		12 May 2025	9000	5	Exhibit	No
0001	TDP Documents - Buttstock Assembly	Attachment 0001 - Technical Data Package (TDP)		31 Jul 2026		1	Attachment	No
0002	Attachment 0002 - TACOM OPSEC Plan	Attachment 0002 - TACOM OPSEC Plan		31 Jul 2026		20	Attachment	No
0003	Attachment 0003 - Additional Guidelines for Controlled Unclassified Information (CUI)	Attachment 0003 - Additional Guidelines for Controlled Unclassified Information (CUI)		31 Jul 2026		2	Attachment	No
0004	Attachment 0004 - First Article Test Waiver Worksheet	Attachment 0004 - First Article Test Waiver Worksheet		31 Jul 2026		3	Attachment	No

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

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.227-6	Royalty Information.	1984-04		
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	2023-06		

Procurements from the Xinjiang
Uyghur Autonomous Region-
Representation.

252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	1995-06
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FAR Provisions Incorporated by Full Text

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

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

(2)

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

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

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

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

(End of provision)

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 FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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

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

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

☐ (1) The Offeror certifies that-

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.225-18 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 Date
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252.204-7017 Prohibition on the Acquisition of 2021-05
Covered Defense
Telecommunications Equipment
or Services-Representation.

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: [Contracting Officer check as appropriate.]

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

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

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

☐ Use with Alternate I.

☐ (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 restrictions1 (LIST)5	Basis for assertion2 (LIST)	Name of person Asserted rights category3 (LIST)	asserting restrictions4
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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 Proposal Information

L.1.1 The proposal, subject to the Submission, Modification, Revision, and Withdrawal paragraph of Instructions to Offeror(s) Competitive Acquisitions (RFO FAR Provision 52.215-1) contained in Section L of the solicitation, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal is to be contained in the proposal. Section M of the solicitation sets forth the evaluation criteria and delineates the Factors to be evaluated and their relative order of importance. The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful evaluation. The Government does not assume the duty to search for data to cure problems it finds in proposals.

L.1.2 Minimum Acceptance Period. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation (e.g. SF 33 Box 12). ACCEPTANCE PERIOD means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

L.1.2.1. The Government specified minimum acceptance period is 120 calendar days.

L.1.2.2. The offeror shall clearly state in its proposal the acceptance period. Offerors may specify a longer acceptance period than the Government's minimum acceptance period stated above.

L.1.2.3. An offer allowing less than the Government's minimum acceptance period, or fails to provide a proposal acceptance period, may be rejected.

L.2 Proposal Content, Format and Instructions.

L.2.1 Proposal Content

L.2.1.1 All proposals shall be in English (American Standard) and shall be in US dollars. Proposals not in English (American Standard) or in US Dollars may be rejected. The proposal shall include all information specified and shall address all requirements outlined in Section L.

L.2.1.2 A Proposal Executive Summary or transmittal letter is optional. It will neither be considered as part of the proposal, nor will it be evaluated. If a Proposal Executive Summary is submitted, it should be no more than five pages in length.

L.2.2 Proposal Method of Submission, Format, and Instructions

L.2.2.1 The proposal shall be electronically submitted via E-mail to the Contract Specialist and cc the corresponding Contracting Officer at the following e-mail address(s) with the subject header: Proposal Submission W912CH-26-R-A089 (company name):

Contract Specialist: Ciara Woodard-Brown, ciara.l.woodard-brown.civ@army.mil

Contracting Officer: Elizabeth Levine-Welhouse, elizabeth.l.levinewelhouse.civ@army.mil

Fax, hardcopy, and DVD/CD-ROM proposals will NOT be accepted. Hand-carried offers, whether hardcopy or electronic, will NOT be accepted.

Maximum size of each e-mail shall be 10 megabytes. The offeror may use multiple e-mail messages for each submission; however, it should annotate the subject lines as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, 3 of 3.

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

L.2.2.1.1 Each submitted File shall be labeled so it is easily identifiable for which information it pertains.

L.2.2.1.2 Acceptable File Formats. All electronic information provided in response to the solicitation must be provided in Microsoft (MS) Office 2013 compatible or Adobe Portable Document Format (PDF) format or except as noted in the proposal instructions below. For files in PDF format, scanners should be set to 200 dots per inch. The proposal shall not contain citations for, or active links to live Internet sites or pages. All linked information shall be contained within the electronic proposal. Any linked information that is not contained in the proposal will not be accepted.

L.2.2.1.3 Electronic Files. The proposal electronic file name should not exceed 50 characters in length (not including the file extension). Ensure the file name does not contain any periods, does not contain spaces, and does not contain special characters, which should limit Government virus scanners rejecting the email as unscannable.

L.2.2.1.4 Unless otherwise specified, it is recommended that the proposal be formatted for 8.5 inch x 11 inch paper with a minimum font size of 10 pt. and with a minimum of 0.5 margins. Schedules, drawings and other documents more appropriate to larger size should be formatted for no larger than 8.5 inch x 14 inch dimensions.

L.2.2.1.5 If providing spreadsheets, include all formulas, function, macros, computations, or equations used to compute the proposed amounts. For each workbook, all Rows, Columns, Cells, and Worksheets are to be visible. Do not include Zero height and zero width rows and columns in Worksheets. Do not format Worksheet cells with the font color equal to the fill color. If Workbooks or Worksheets are password protected, then the passwords must be provided. Do not submit Print image files or pictures or files containing only values.

L.2.2.1.6 The offeror shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which indicate the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described in FAR 15.108(c).

L.2.2.2 Submission Due Date The offeror must ensure its proposal, in its entirety, reaches the required destination before the date and time set for closing of the solicitation set forth in Block 9 on the SF 33, front page of the solicitation.

L.2.2.2.1 Lateness The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition" and are incorporated into this solicitation.

L.2.3 Single Proposal Submission Offerors are limited to submitting one proposal with one approach to meeting the requirements of this solicitation.

L.2.3.1 All or None

Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected or ineligible for award. Proposals that contain alternative terms and conditions may be considered as taking exception to the requirements of the solicitation. See Section A.10.

L.3 Evaluation Factors

Offeror proposals shall address the following Factors:

- a. Delivery Schedule Factor
- b. Price Factor

L.3.1 Delivery Schedule Factor

The following applies to Delivery Schedule factors, unless otherwise noted below. The Government has no set delivery schedule as to the number of deliveries per month. The only requirement is that all must be delivered within the days specified in Section F.1. An offeror is not to propose a delivery rate; this makes the proposal unawardable regardless of what is proposed.

L.3.1.1 Offerors shall submit the following:

L.3.1.1.1 In order to be considered for award, a proposal must provide a delivery date expressed in terms of 'after date of delivery order award' that is 1) 30 or more calendar days sooner than the required schedule identified in Section F.1 Time of Delivery (Outstanding); 2) 29 or less calendar days sooner than the required schedule identified in Section F.1 Time of Delivery (Good); 3) equal to the required schedule identified in Section F.1, Time of Delivery (Acceptable); or 4) exceeds the solicited schedule by 45 days or less for the respective CLIN in Section F.1 (Marginal)

L.3.1.1.2 Proposals that provide a delivery schedule that is later than 45 days after the required schedule identified in Section F.1. Time of Delivery will constitute a failure to meet a stated requirement of the solicitation (deficiency) and be unawardable.

L.3.1.2 If selected for award, the offeror's proposed delivery date will be incorporated and become the requirement in any resulting contract.

L.3.2 Price Factor

L.3.2.1 In accordance with RFO FAR 15.403-2, certified cost or pricing data is not required for initial proposal submission. However, after initial proposal submission, if only one offer is received, the Government reserves the right to request certified cost or pricing data in accordance with DFARS 252.215-7994 (Deviation 2026-O00048). In the event certified cost or pricing data is required, the offeror may submit a written request for exception based on the applicable clauses contained herein.

For initial proposal submission, the offeror shall provide its proposed prices by providing a filled-in Section B of the RFP.

L.3.2.2 The Government reserves the right to request additional or more detailed cost or price information to support its evaluation.

L.4 Provide the following information:

L.4.1 Signature Actions/offeror Fill-Ins. Provide a scanned image of a signed copy of the SF33 cover page, a copy of all completed fill ins for Sections A through K, and (if applicable) a signed copy of all Amendments to the solicitation. System for Award Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM prior to award.

L.4.1.1 The offeror's proposal acceptance period in terms of calendar days from the date for receipt of offers specified in the RFP. (See Section L.1.2)

L.4.2 Statement of Acknowledgement. A statement specifying the extent of agreement with all terms, conditions, and provisions of the RFP, and a statement of agreement to furnish and deliver the items or perform services set forth in the RFP in consideration for offeror's proposed price(s) set opposite each item. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the Government to reject the proposal from further consideration in the source selection process (Reference M.5).

L.4.3 Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the proposal. The offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the

Government to reject the proposal from further consideration in the source selection process (Reference M.3).

L.4.4 If Government Property (as defined in 52.245-1) will be utilized in the performance of this contract, provide a description of your property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by you in managing Government property in accordance with 52.245-1.

L.5 HQ-AMC LEVEL PROTEST PROCEDURES

L.5.1 Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/Connect/Legal-Resources/>

L.5.2 An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

L.6 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

L.6.1 The requirement entitled FIRST ARTICLE APPROVAL (52.209-3 or 52.209-4) in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions outlined below.

L.6.1.1 Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found in Section J "Attachments" of this solicitation. The offeror's request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information. Incomplete worksheets can result in the waiver request being denied; Offerors should contact the Contract Specialist listed on the face page of this solicitation for assistance in filling out the worksheet completely.

L.6.1.2 Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

L.6.1.3 The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

L.6.1.4 The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a saltwater spray test, or the test on a component or subassembly of the procured item.

L.6.1.5 The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

L.6.1.5.1 Identification of the specification or standard along with the specific specification or standard paragraph(s)

L.6.1.5.2 Identification of the drawing with specific references to the drawing notes.

L.6.1.5.3 Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

L.6.1.6 Supporting documentation.

L.6.1.6.1 The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officer's (ACO's) or Procuring Contracting Officer's (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter

approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

L.6.1.6.2 If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

L.6.1.6.3 The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offeror's proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

L.6.2 Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

L.6.3 Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

L.7 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS

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

L.8 NOTICE REGARDING REQUIRED SOURCE-CONTROLLED COMPONENT OR MANUFACTURER'S PART NUMBER

L.8.1 Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in Section C of the Scope of Work in this solicitation. This acquisition is restricted to source-controlled component(s) or manufacturer's part number(s) identified in the Schedule (Section B), or in the Technical Data Package. Offers that propose to furnish any alternative to the required source-controlled component(s) or manufacturer's part number(s) will not be considered for contract

award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless the proposed part meets the conditions set forth in paragraph (b) below.

L.8.2 Require Approval for Alternatives to the Source-Controlled Component or required Manufacturer's Part Number. (1) If a firm manufactures an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

L.8.2.1 Prior to receipt of this solicitation, the firm must have received written U.S. Army TACOM approval of a test procedure on its non-listed item;

L.8.2.2 The firm must indicate in its offer the date of the written U.S. Army TACOM approval, and the name and title of the approving official;

L.8.2.3 The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final U.S. Army TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

L.8.2.4 The firm must have secured final written approval of its part from U.S. Army TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

L.8.3 Notwithstanding the foregoing, the Government expressly reserves to the Contracting Officer the right to waive the conditions set forth above in making an award when written approval from U. S. Army TACOM engineering of a non-listed part number can be obtained without delay in the anticipated date of award.

L.8.4 When either of the foregoing conditions are met, the Government reserves the right to make an award for a non-listed item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

L.8.5 Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of the required component(s) or manufacturer's part number(s), but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should contact the Contract Specialist listed on the first page of the solicitation to inquire about getting qualification testing initiated.

L.9 PART NUMBERS NOT CURRENTLY APPROVED As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the

address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

*** 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		
52.215-1	Instructions to Offerors-Competitive Acquisition. (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 2023-01
by Nontraditional Defense
Contractors.

FAR Provisions Incorporated by Full Text

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

Economic Purchase Quantity-Supplies (Aug 1987)

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

(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)

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 Five Year, Firm-Fixed Price, Requirements type 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):

N/A

(End of provision)

52.252-5	Authorized Deviations in	2020-11
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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 ____ [insert regulation name] (48 CFR Chapter ____) 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

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

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

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

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

M.1 Basis of Award

M.1.1 The solicitation is a 100% Small Business Set Aside. The Government plans to award a single firm-fixed price type contract for the Buttstock Assembly, NSN: 1005-01-576-8901, as a result of this solicitation. An award will be made to the offeror whose proposal represents the best value to the Government in accordance with the criteria set forth below and is eligible for award.

M.1.1.1 There are two evaluation factors:

M.1.1.2 a. Delivery

M.1.1.3 b. Price

M.1.1.4 The relative order of importance of these factors are described in M.4.1.4 below.

M.1.1.5 Proposal selection will be made utilizing the source selection trade-off process, considering the evaluation Factors and their relative order of importance (see Section M.4), to identify the proposal which represents the best value and is most advantageous to the Government. The Government will weigh the evaluation factors (other than the Price Factor) against the total evaluated price to the Government when selecting the offer that is most advantageous and represents the best overall value to the Government. The Government reserves the right to choose not to award a contract if such action is in the Government's best interest. In making the award decision, the Government will review proposals to determine if any price adjustments are required IAW the FAR, DFARS, or clauses or provisions contained within this solicitation. If an additional price adjustment is determined to be applicable, then the Government will develop a final price for those offerors impacted by the adjustment(s) and base the final award decision on this final price. When FAR 52.219-4 is included in the RFP and a HUBZone price adjustment is applicable, then all other price adjustments described in the solicitation shall be applied before the application of the HUBZone price adjustment.

M.1.1.6 Importance of Cost/Price. Award will be made to the offeror whose proposal represents the best value to the Government and is otherwise eligible for award. This may not be the offeror with the lowest evaluated price. However, the closer offeror's evaluations are to each other in

those Factors other than the Price Factor, the more important price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, price may be controlling when:

M.1.1.7 a. Proposals are otherwise considered approximately equal in non-price factors; or

M.1.1.8 b. An otherwise superior proposal is unaffordable; or

M.1.1.9 c. The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.2 Rejection of Offers

M.2.1 The Government may reject any proposal if in the Government's best interest at any time after receipt of proposal. Examples include, but are not limited to, the following proposal conditions:

M.2.1.1 The proposal fails to meaningfully respond to the instructions in Section L of this solicitation (e.g., a proposal provides some data but omits significant material data and information required by Section L, the proposal fails to follow key proposal instructions or format requirements in Section L, etc.).

M.2.1.2 A proposal merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.3 The proposal proposes exceptions to the RFP requirements, attachments, exhibits, enclosures, or solicitation terms and conditions.

M.2.1.4 The proposal is unbalanced as to price. See Section M.6.1.4

M.2.1.5 The proposal submitted is for less than all the requirements called for by the solicitation.

M.2.1.6 The proposal's acceptance period does not meet the Government's required minimum acceptance period, or the offeror fails to provide a proposal acceptance period (Refer to Section L.1.2).

M.2.1.7 The proposal is not in English (American Standard) or in US Dollars.

M.2.1.8 The proposed delivery schedule(s) is later than 45 days after the solicited schedule (Refer to Section L.3.1.1.2).

M.3 Source Selection Process

M.3.1 Compliance Review. After receipt of proposals, but prior to the evaluation process, the Government will perform a compliance review of the offeror's proposal to determine the extent of compliance to the solicitation instructions.

M.3.2 Evaluation Process. Selection of the successful offeror will be made following an assessment of each proposal not otherwise rejected, based on the response to the information called for in Section L of this RFP, and against the solicitation requirements and the evaluation criteria described herein. Proposals not otherwise rejected will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor.

M.3.3 Award without Negotiations. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting negotiations. Exchanges with offerors will be limited to clarifications as defined in FAR 15.202(a)(2). Therefore, the offerors initial proposal should contain the offerors best terms from a Price and non-Price Factor standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 Evaluation Criteria

M.4.1 There are two evaluation factors:

M.4.1.2 Delivery Schedule

M.4.1.3 Price

M.4.1.4 The relative order of importance of these two factors is as follows: The delivery schedule factor is significantly more important than the price factor.

M.5 Delivery Schedule Factor

M.5.1 The evaluation for the delivery schedule will be done at the CLIN level, and each evaluated CLIN will be a Delivery Schedule factor. The following CLINs will be evaluated:

0011

0012

0013

0014

0015

M.5.1.2 The following applies to all Delivery Schedule factors, unless otherwise noted:

M.5.1.3 For purposes of this evaluation and the adjectival rating definitions below, the delivery schedule is the number of days after date of contract award that deliveries are due to begin as stated in clause F.1 Time of Delivery. The Government will evaluate proposed delivery schedule based on the number of days after date of contract award.

M.5.1.4 Adjective Ratings & Descriptions:

M.5.1.5 OUTSTANDING - Proposal provides a delivery schedule that is 30 or more days sooner than solicited schedule for the respective CLIN in F.1 Time of Delivery.

M.5.1.6 GOOD - Proposal provides a delivery schedule that is sooner than the solicited schedule by 29 days or less for the respective CLIN in F.1 Time of Delivery.

M.5.1.7 ACCEPTABLE - Proposal provides a delivery schedule that is equal to the solicited schedule for the respective CLIN in F.1 Time of Delivery.

M.5.1.8 MARGINAL - Proposal provides a delivery schedule that exceeds the solicited schedule by 45 days or less for the respective CLIN in F.1 Time of Delivery.

M.5.1.9 UNACCEPTABLE - Proposal provides a delivery schedule that exceeds the solicited schedule by more than 45 days for the respective CLIN in F.1 Time of Delivery.

M.6 Price Factor

M.6.1 The Price Factor evaluation will result in a determination of the Total Evaluated Price to the Government. The Government will also evaluate the offeror's price proposal for price reasonableness and unbalanced pricing. The following information will be used to determine the total evaluated price of the offer:

M.6.1.2 The unit price for each separately priced CLIN, will be multiplied by the estimated quantity for the corresponding CLIN and the results added together to produce the overall price; plus

M.6.1.3 Price Reasonableness: The Government will evaluate whether or not the offeror's proposed price is reasonable. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of price reasonableness by any means allowable under RFO FAR 15.404-1.

M.6.1.4 Unbalanced Pricing: The Government will evaluate the Offeror's proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See RFO FAR 15.404-6 for more information on unbalanced pricing.

M.7 EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT - REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT

M.7.1 If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of paragraph L.6 entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

M.7.2 DELIVERY EVALUATION FACTORS.

M.7.2.1 As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL (52.209-3 or 52.209-4). In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor changes or moves the production facility at which the contract item is manufactured, or submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Variance or Request for Waiver (RFV /RFW), during or after performance on the first delivery order.)

M.7.2.2 If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

M.7.3 PRICE EVALUATION FACTORS.

M.7.3.1 As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL (52.209-3 or 52.209-4), and subtract the price of the proposed First Article Test (at Section B, Item 0001) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, Item 0001, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

M.7.3.2 If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0001 of this solicitation, the Government reserves the right to evaluate the offer based upon the price for Items 0011, 0012,

0013, 0014, and 0015, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

M.7.3.3 If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for Items 0011, 0012, 0013, 0014, and 0015: the amount entered for item 0001 will not be deducted by the Government.

M.8 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.8.1 The Government will award a contract to the offeror that:

M.8.1.1 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,

M.8.1.2 submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation, and

M.8.1.3 meets all the responsibility criteria at RFO FAR 9.104.

M.8.2 To make sure that an offeror meets the responsibility criteria at RFO FAR 9.104 the Government may: ar

M.8.2.1 arrange a visit to the offeror's plant and perform a preaward survey;

M.8.2.2 ask the offeror to provide financial, technical, production, or managerial background information.

M.8.2.3 If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offeror's facility, the Government may determine the offeror to be non-responsible.

M.8.3 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 ***