

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 60 PAGES	
1. REQUEST NO. SPRRA127QA012		2. DATE ISSUED 07 OCT 2026		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY DLA AVIATION AT HUNTSVILLE, AL DLR PROCUREMENT OPERATIONS (AH), 5201 MARTIN ROAD REDSTONE ARSENAL, AL						6. DELIVER BY (Date) 29 JAN 2027	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)							
NAME TIFFANY WILLIAMS				TELEPHONE NUMBER AREA CODE 760		NUMBER 380-8508	
7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)						9. DESTINATION	
8. TO:						a. NAME OF CONSIGNEE W1A8 DLA DIST SAN JOAQUIN	
a. NAME				b. COMPANY			
b. STREET ADDRESS TRACY CA 95304-5000						c. CITY TRACY	
c. STREET ADDRESS						d. STATE CA	
d. CITY				e. STATE		f. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09 NOV 2026				IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
							NUMBER PERCENTAGE
NOTE: Additional provisions and representations ☐ are ☒ are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						AREA CODE	
c. COUNTY				a. NAME (Type or print)		NUMBER	
d. CITY				e. STATE		f. ZIP CODE	
				c. TITLE (Type or print)			

Section A - Solicitation/Contract Form

Instrument Name: PUSHER SET,BEARING

Product Service Code : 5180

A-1. THIS REQUIREMENT IS 100% SMALL BUSINESS SET-ASIDE IN ACCORDANCE WITH FAR 19.104-1. ONLY OFFERS FROM SMALL BUSINESS FIRMS WILL BE CONSIDERED.

A-2. THIS IS A SINGLE PURCHASE, FIRM FIXED PRICE (FFP) EFFORT FOR THREE (3) OF NOUN: PUSHER SET, BEARING, NSN: 5180-01-114-0840, Part Number: 21C7003G01, IN SUPPORT OF THE T-701C (UH-60/AH-64A) BLACKHAWK WEAPON SYSTEM.

A-3. FLIGHT SAFETY/CRITICAL SAFETY ITEM (CSI) IS NOT REQUIRED.

A-4. PRODUCTION LOT TESTING (PLT) IS NOT REQUIRED.

A-5. FIRST ARTICLE (FAT) IS NOT REQUIRED.

A-6. SERIAL NUMBER REQUIREMENT REPORTING (SNRR) MARKINGS ARE NOT REQUIRED.

A-7. THE ARMY MAINTENANCE MANAGEMENT SYSTEM-AVIATION (TAMMS-A) MARKINGS ARE NOT REQUIRED.

A-8. ITEM UNIQUE IDENTIFICATION (IUID) MARKINGS ARE REQUIRED. "THE DFARS CLAUSE 252.211-7003 ITEM IDENTIFICATION AND VALUATION IS INCLUDED IN SECTION F".

A.9. RFID MARKINGS ARE NOT REQUIRED.

A-10. ARMS EXPORT CONTROL IS APPLICABLE.

"THE TECHNICAL DATA PACKAGE WILL BE PROVIDED VIA THE DoD SAFE SITE, <https://safe.apps.mil/> , WHICH CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22 U.S.C., SEC 2751 ET SEQ.) OR EXECUTIVE ORDER 12470. VIOLATION OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DUE TO CURRENT SAM.GOV SOFTWARE CONSTRAINTS, TECHNICAL DATA PACKAGES CANNOT BE ATTACHED TO THIS NOTICE. INTERESTED PARTIES MUST SUBMIT A REQUEST FOR TECHNICAL DATA PACKAGES VIA EMAIL TO CONTRACT SPECIALIST POINT OF CONTACT LISTED BELOW. ENSURE THE PRON NUMBER IS ENTERED IN THE SUBJECT LINE OF THE EMAIL. ONCE REQUESTS ARE RECEIVED, THE TECHNICAL DATA PACKAGES WILL BE SENT VIA THE DoD SAFE SITE, <https://safe.apps.mil/>. INTERESTED PARTIES HAVE 7 CALENDAR DAYS TO RETRIEVE AND DOWNLOAD THE TDP FROM THE DoD SAFE SITE BEFORE THE LINK EXPIRES."

Export Control requires the applicable certifications to be current for both the quoter and manufacturer. The offeror and any source(s) of supply it will use for contract performance must have an active United States/Canada Joint Certification Program (JCP) certification to access export-controlled data. DLA does not intend to delay award in order for an ineligible offeror its source(s) supply to apply for and receive authority approval to access the export-controlled data.

A-11. SERIAL NUMBERING IS NOT REQUIRED.

A-12. FIT CHECK IS NOT REQUIRED.

A-13. CONTRACTOR POINT OF CONTACT INFORMATION:

NAME: TO BE DETERMINED AT TIME OF AWARD

TELEPHONE NUMBER: TO BE DETERMINED AT TIME OF AWARD

E-MAIL ADDRESS: TO BE DETERMINED AT TIME OF AWARD

A-14. DCMA ACO POINT OF CONTACT INFORMATION:

NAME: TO BE DETERMINED AT TIME OF AWARD

TELEPHONE NUMBER: TO BE DETERMINED AT TIME OF AWARD

E-MAIL ADDRESS: TO BE DETERMINED AT TIME OF AWARD

A-15. CONTRACT SPECIALIST POINT OF CONTACT INFORMATION:

NAME: TIFFANY A. WILLIAMS

TELEPHONE NUMBER: (256) 214-4179

E-MAIL ADDRESS: TIFFANY.A.WILLIAMS@DLA.MIL

A-16. ACCELERATED DELIVERY IS ENCOURAGED AND AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.

A-17. This is a DO DPAS rated order, and you are required to notify DLA within 15 days of receipt of order if the rated order cannot be fulfilled as written. This includes conflicting rated order schedules. If no response is received during the required response time, the contractor self-attests order acceptance as is.

A-18. NOTICE: YOUR ATTENTION IS INVITED TO FEDERAL ACQUISITION REGULATION (FAR) 15.403-1, RELATIVE TO THE REQUIREMENTS FOR OBTAINING OTHER THAN CERTIFIED COST OR PRICING DATA. OFFEROR MAY USE THEIR OWN FORMAT TO PROVIDE, AT A MINIMUM, A BREAKDOWN OF ALL THE COST ELEMENTS TO INCLUDE

PROFIT/FEE WHICH COMPRISE THE TOTAL PROPOSED PRICE OR SALES HISTORY. FAILURE TO PROVIDE OTHER THAN COST AND PRICING DATA IF REQUESTED WILL RESULT IN YOUR OFFER BEING CONSIDERED NON-RESPONSIVE.

A-19. FOR LONG LEAD TIME ITEMS AND/OR LONG TERM CONTRACTS, THE PARTIES RECOGNIZE THERE IS A RISK THAT PART(S) OR COMPONENT(S) REQUIRED FOR PERFORMANCE OF THE CONTRACT/PURCHASE ORDER MAY BECOME UNAVAILABLE DUE TO OBSOLESCENCE. UPON RECEIPT OF THE CONTRACT/PURCHASE ORDER, CONTRACTOR IS RESPONSIBLE FOR VERIFYING ITS SOURCES OF SUPPLY. IF AT ANY TIME DURING THE COURSE OF PERFORMANCE CONTRACTOR BECOMES AWARE THAT IT IS UNABLE TO PROCURE A PART OR COMPONENT NECESSARY TO FULFILL THE REQUIREMENTS OF THE CONTRACT, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER IN WRITING WITHIN THIRTY DAYS. NOTIFICATION SHALL INCLUDE CONTRACTORS RECOMMENDATION FOR CORRECTION OF THE PROBLEM, IF POSSIBLE, WITH ESTIMATED COST AND SCHEDULE IMPACT, IF ANY. THE CONTRACTING OFFICER WILL DETERMINE THE APPROPRIATE COURSE OF ACTION AND PROVIDE DIRECTION TO THE CONTRACTOR. IN NO EVENT WILL CONTRACTOR PROCEED WITH IMPLEMENTATION OF ITS RECOMMENDATION WITHOUT WRITTEN DIRECTION FROM THE CONTRACTING OFFICER. AT THE SOLE DISCRETION OF THE CONTRACTING OFFICER, THE CONTRACT MAY BE TERMINATED IN WHOLE OR IN PART, AS APPROPRIATE.

A-20. Product Quality Deficiency Reports (PQDRs): The Army utilizes the Product Quality Deficiency Report (PQDR) Program as required by the Defense Logistics Manual (DLM) 4000.25, Volume 2, June 24, 2025 Change 21 and AR702-7-1 to identify, report, and resolve potential deficiencies found by the end user in products from the DoD supply chain. When requested by the Government, the Contractor shall assist the AvMC Systems Readiness Directorate (SRD) or the cognizant Contract Administration Office in evaluating PQDRs and exhibits for defects reported on items manufactured under this contract to determine the root cause for deficiencies. A final report should be given no later than 75 days after receipt of PQDR exhibit. Corrective action and Preventative Action to preclude recurrence of discrepancies shall be an integral part of the Contractor's Quality Program. The contractor shall not bill the Government as a direct charge for cooperation with the Government in the resolution of any PQDRs.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	PUSHER SET,BEARING NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification, or a DoD recognized unique identification equivalent. National Stock Number: 5180011140840 Manufacturer's Part Number: 21C7003G01 Manufacturer's CAGE: 07482 CLIN only - Requisition Document Number (MILSTRIP, DLMS, FEDSTRIP): W58H0Z6203BN02 Product Service Code: 5180 North American Industry Classification System (NAICS): 332216 Weapon System Code: ABN Bill to Party: W58H0Z Pricing Arrangement: Firm Fixed Price	3	Each		

Section C - Description/Specifications/Statement of Work

Requirements

PUSHER SET,BEARING

Section D - Packaging and Marking

PACKAGING/PACKING/SPECIFICATIONS:

MIL-STD-129 MARKINGS SHALL APPLY

UNIT PACK: 001 INTERMEDIATE PACK: 000

LEVEL PRESERVATION: Military

LEVEL PACKING: B

ADDITIONAL PACKAGING REQUIREMENTS

ESTIMATED MAXIMUM UNIT PACKAGE WEIGHT (POUNDS) AND SIZE (INCHES):

WT [3.0] LB

LN [13.0] IN

WD [9.0] IN

DP [4.0] IN

ALL WOOD PACKAGING MATERIAL (WPM) MUST BE ISPM-15 COMPLIANT

IAW MIL-STD-2073-1 CODES, APPENDIX J

J I/A/MP [41] J II/C [1] J III/PM [00] J IV/WM [GB] J V/CD [GE] J VI/CT [A] J VII/UC [NS] J VII
/IC [00] J IX/A/PK [F] J X/SM [00] J VIII/A/OPI [M]

*** END OF NARRATIVE 1 ***

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.246-1	Contractor Inspection Requirements.	1984-04		
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08		
52.246-15	Certificate of Conformance.	1984-04		
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 OR EQUIVALENT, TAILORING: ALL PARAGRAPHS UNDER 8.3 (DESIGN AND DEVELOPMENT OF PRODUCTS AND SERVICES) DO NOT APPLY.[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(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)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Source Instructions: Inspect and Acceptance: Source DoDAAC: W62G2T CountryCode: USA W1A8 DLA DIST SAN JOAQUIN 25600 S CHRISMAN RD REC WHSE 57, TRACY CA 95304-5000 TRACY, CA 95304-5000 UNITED STATES
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Section F - Deliveries or Performance

0001	Delivery Schedule Delivery On Or Before Delivery Date 22 May 2028 Quantity 3 Each Address and POC Ship To DoDAAC: W62G2T CountryCode: USA W1A8 DLA DIST SAN JOAQUIN 25600 S CHRISMAN RD REC WHSE 57, TRACY CA 95304-5000 TRACY, CA 95304-5000 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
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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 Shipment.	1999-02		

52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments.	1984-04
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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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed

price line items that require shipment of a deliverable.)

(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.

N/A

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	SPRRA1
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	W62G2T
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N/A

Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

H-1. BAR CODE MARKINGS

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO /IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39.

H-2. CALIBRATION

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI /NCSL) Z540-3-2006 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012:2003 (Quality Assurance Requirements for Measuring Equipment). Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

H-3. ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.

a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that DD Form 1692, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI

are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECs, which meet the requirements of Class II ECPs, shall be prepared using DD Form 1692 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Defense Contract Management Agency (DCMA) Contract Management Office (CMO) will validate data entries in Block 5 "Class of ECP", Block 6 "Priority", and Block 8 "Justification Codes."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved an RFV. RFVs shall be prepared using DD Form 1694.

e. Each ECP and RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFV proposal.

f. Classification of RFVs.

(1) Major RFVs. RFVs written against CIs shall be designated as major when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) Critical RFVs. RFVs written against CIs shall be designated as critical when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) Minor RFVs. RFVs written against CIs shall be designated as minor when the RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs f(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

g. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

h. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

i. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

j. Times allowed for technical decisions for ECP and RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

k. Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

l. The Contractor shall utilize DD Form 2617, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

m. The Contractor shall utilize DD Form 1695, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The preferred method of submittal is digitally as a single file in Adobe Acrobat Portable Document Format (PDF). Unless otherwise specified, alternate methods of submittal shall be proposed to and authorized by the PCO prior to submittal. If the hardcopy method is requested and approved, the Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, or RFVs will be submitted to the PCO for resolution.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution for unclassified is through the email or DOD safe site (<https://safe.apps.mil>) addressed to the PCO. Classified material shall be distributed via SIPERNET or by classified email as determined by the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the Office of the Secretary of Defense Executive Services Directorate DoD Directives Division website (<http://www.esd.whs.mil/DD/>) via the DoD Forms menu. The forms are provided in fillable Adobe Acrobat Portable Document Format (PDF). In order to access and use the forms, the user must have the "Adobe Acrobat" software installed on their computer. Drawings may be scanned and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO.

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

H-4. REVISIONS TO DRAWINGS/PART NUMBERS REQUIREMENT

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by ANSI EIA 649 MIL-STD-973 and date and method of submittal of provisioning documentation and drawings.

If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.:

Contractor:

Explanation of Data Rights:

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing (s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the requirement entitled, " ENGINEERING CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, AND SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS"

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
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		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.211-5	Material Requirements. (Deviation 2026-O0038)	2026-02		
52.211-15	Defense Priority and Allocation Requirements.	2008-04		
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038)	2026-02		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-	2026-02		

O0038)

52.219-13	Notice of Set-Aside of Orders.	2020-03
52.222-1	Notice to the Government of Labor Disputes. (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
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (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
52.232-1	Payments.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
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
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	2026-02
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	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		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.211-7008	Use of Government-Assigned Serial Numbers.	2010-09		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		

252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7013	Duty-Free Entry.	2025-08
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings.	2023-01
252.225-7041	Correspondence in English.	1997-06
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 Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	2025-08
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	2025-01
252.232-7010	Levies on Contract Payments.	2006-12
252.233-7001	Choice of Law (Overseas).	1997-06
252.243-7001	Pricing of Contract Modifications.	1991-12
252.246-7003	Notification of Potential Safety Issues.	2023-01

252.247-7023	Transportation of Supplies by Sea.	2024-10
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions.	2012-06

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02		

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.248-1	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	Incentive (Voluntary)		Program Requirement	
(Mandatory)				
	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):

For FAR clauses: <https://www.acquisition.gov/far-overhaul> For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> ____ [Insert one or more Internet addresses]

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

N/A N/A

N/A N/A

N/A N/A

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

N/A N/A

N/A N/A

N/A N/A

(If items are identified in the Schedule, insert "See Schedule in this table.")

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	2026-02		

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-1	Small Business Program Representations. (Deviation 2026-O0038)	2026-02		

Small Business Program Representations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

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

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

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332216[insert NAICS code].

(2) The small business size standard is 750[insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror

waives the price evaluation preference; or

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

(c) Representations.

(1) The offeror represents as part of its offer that-

(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____]The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small disadvantage business concern.

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

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

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [_____]The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through

(c). [____The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

- (1) Punished by imposition of fine, imprisonment, or both;
 - (2) Subject to administrative remedies, including suspension and debarment; and
 - (3) Ineligible for participation in programs conducted under the authority of the Act.
- (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)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective	Alternate	Variation
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		Date	Deviation	Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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)

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

L-06 AGENCY PROTESTS (DEC 2016)

INTERESTED PARTIES MAY FILE AN AGENCY LEVEL PROTEST WITH THE CONTRACTING OFFICER OR MAY REQUEST AN INDEPENDENT REVIEW BY THE CHIEF OF THE CONTRACTING OFFICE (CCO). INDEPENDENT REVIEW BY THE CCO IS AN ALTERNATIVE TO CONSIDERATION BY THE CONTRACTING OFFICER AND IS NOT AVAILABLE AS AN APPELLATE REVIEW OF A CONTRACTING OFFICER DECISION ON A PROTEST PREVIOUSLY FILED WITH THE CONTRACTING OFFICER. ABSENT A CLEAR INDICATION OF THE INTENT TO FILE AN AGENCY LEVEL PROTEST WITH THE CCO FOR INDEPENDENT REVIEW, PROTESTS WILL BE PRESUMED TO BE PROTESTS TO THE CONTRACTING OFFICER.

L-09 REVERSE AUCTION (OCT 2016)

THE CONTRACTING OFFICER MAY UTILIZE REVERSE AUCTIONING TO CONDUCT PRICE DISCUSSIONS. IF THE CONTRACTING OFFICER DOES NOT CONDUCT A REVERSE AUCTION, AWARD MAY BE MADE ON INITIAL OFFERS OR FOLLOWING DISCUSSIONS. IF THE CONTRACTING OFFICER DECIDES TO USE LINE REVERSE AUCTIONING TO CONDUCT PRICE NEGOTIATIONS, THE CONTRACTING OFFICER WILL NOTIFY OFFERORS OF THIS DECISION AND THE FOLLOWING APPLIES:

(1) THE CONTRACTING OFFICER MAY USE REVERSE AUCTION AS THE PRICING TECHNIQUE DURING DISCUSSIONS TO RECEIVE THE FINAL OFFERED PRICES FROM EACH OFFEROR.

(2) DURING EACH ROUND OF REVERSE AUCTION, THE SYSTEM DISPLAYS THE LOWEST OFFER PRICE(S) UNLESS THE AUCTION INSTRUCTIONS ARE DIFFERENT ALL OFFERORS AND AUTHORIZED AUCTION USERS SEE THE DISPLAYED LOWEST PRICE(S). THIS DISCLOSURE IS ANONYMOUS AND A GENERIC IDENTIFIER DISPLAYS FOR THE OFFEROR. GENERIC IDENTIFIERS INCLUDE DESIGNATORS SUCH AS "OFFER A" OR "LOWEST-PRICED OFFEROR." BY SUBMITTING A PROPOSAL IN RESPONSE TO THE SOLICITATION, OFFERORS AGREE TO PARTICIPATE IN THE REVERSE AUCTION AND THAT THEIR PRICES MAY BE DISCLOSED, INCLUDING TO OTHER OFFERORS, DURING THE REVERSE AUCTION.

(3) AN OFFEROR'S FINAL AUCTION PRICE AT THE CLOSE OF THE REVERSE AUCTION IS CONSIDERED ITS FINAL PRICE PROPOSAL REVISION. NO PRICE REVISIONS WILL BE ACCEPTED AFTER THE CLOSE OF THE REVERSE AUCTION, UNLESS THE CONTRACTING OFFICER DECIDES THAT FURTHER DISCUSSIONS ARE NEEDED AND FINAL PRICE PROPOSAL REVISIONS ARE AGAIN REQUESTED IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION (FAR) 15.307, OR THE CONTRACTING OFFICER DETERMINES THAT IT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT TO RE-OPEN THE AUCTION.

(4) THE CONTRACTING OFFICER IDENTIFIES PARTICIPANTS TO THE DLA COMMERCIAL REVERSE AUCTION SERVICE PROVIDER. TO BE ELIGIBLE FOR AWARD AND PARTICIPATE, THE OFFEROR MUST AGREE WITH TERMS AND CONDITIONS OF THE ENTIRE SOLICITATION AND THE COMMERCIAL REVERSE AUCTION SERVICE. THE REVERSE AUCTION PRICING TOOL SYSTEM ADMINISTRATOR SENDS AUCTION INFORMATION IN AN EMAIL. THE REVERSE AUCTION SYSTEM DESIGNATES OFFERS AS "LEAD," MEANING THE CURRENT LOW PRICE IN THAT AUCTION, OR "NOT LEAD," MEANING NOT THE CURRENT LOW PRICE IN THAT AUCTION. IN THE EVENT OF A TIE OFFER, THE REVERSE AUCTION PROVIDER'S SYSTEM DESIGNATES THE FIRST OFFER OF THAT PRICE AS "LEAD" AND THE SECOND OR SUBSEQUENT OFFER OF THAT PRICE AS "NOT LEAD." IF A TIE OFFER IS SUBMITTED AND NO EVALUATION FACTORS OTHER THAN PRICE WERE IDENTIFIED IN THE SOLICITATION OR A LOW-PRICE TECHNICALLY ACCEPTABLE SOURCE SELECTION IS BEING USED, THE "NOT LEAD" OFFEROR THAT SUBMITTED THE TIE OFFER MUST OFFER A CHANGED PRICE; OTHERWISE ITS OFFER WILL BE INELIGIBLE FOR AWARD. IF EVALUATION FACTORS IN ADDITION TO PRICE WERE LISTED IN THE SOLICITATION AND A TRADEOFF SOURCE SELECTION IS BEING USED, TIE OFFERS THAT ARE "NOT LEAD" WILL BE CONSIDERED AND EVALUATED.

(5) OFFERORS UNABLE TO ENTER PRICING THROUGH THE COMMERCIAL REVERSE AUCTION SERVICE PROVIDER'S SYSTEM DURING A REVERSE AUCTION MUST NOTIFY THE CONTRACTING OFFICER OR DESIGNATED REPRESENTATIVE IMMEDIATELY. THE CONTRACTING OFFICER MAY, AT THEIR SOLE DISCRETION, EXTEND OR RE-OPEN THE REVERSE AUCTION IF THE REASON FOR THE OFFEROR'S INABILITY TO ENTER PRICING IS DETERMINED TO BE WITHOUT FAULT ON THE PART OF THE OFFEROR AND OUTSIDE THE OFFEROR'S CONTROL.

(6) TRAINING. THE COMMERCIAL REVERSE AUCTION SERVICE PROVIDER OR GOVERNMENT REPRESENTATIVE CONDUCTS TRAINING FOR OFFERORS. OFFERORS RECEIVE TRAINING THROUGH WRITTEN MATERIAL, THE COMMERCIAL REVERSE AUCTION SERVICE PROVIDER'S WEBSITE, OR OTHER MEANS. TRAINERS NAME EMPLOYEES SUCCESSFULLY COMPLETING THE TRAINING AS A "TRAINED OFFEROR." ONLY TRAINED OFFERORS MAY ENGAGE IN A REVERSE AUCTION. THE CONTRACTING OFFICER RESERVES THE RIGHT TO REMOVE THE "TRAINED OFFEROR" TITLE FROM ANYONE WHO FAILS TO OBEY THE SOLICITATION OR COMMERCIAL REVERSE AUCTION SERVICE PROVIDER TERMS AND CONDITIONS.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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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

DFARS Provisions Incorporated by Reference

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

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy	2008-04		

Program Use.

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

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

(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 Firm Fixed Price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same

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

For FAR clauses: <https://www.acquisition.gov/far-overhaul>For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>____[Insert one or more Internet addresses]

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

1. Minimum technical requirements. To be technically acceptable and thus, eligible for award, a proposal must conform to ALL solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements provided within all sections of this solicitation and/or within its attached addenda. Proposals receiving a technical rating of "Unacceptable" will be ineligible for award.
2. Price. In addition to meeting the solicitation's technical and quantity increment or range requirements above and cost and pricing requirements below, the Government will evaluate a proposal's pricing for reasonableness. Evaluation of a proposal's pricing will not obligate the Government to order the estimated quantities or to distribute orders in the manner evaluated. The Government may reject a proposal as "Unacceptable", if its pricing is determined to be materially unbalanced.
3. Cost and Pricing Data. Offerors must provide all cost or pricing information required by FAR 15.4. Failure of a proposal to provide cost or pricing information required by FAR 15.4 will result in said proposal being deemed Unacceptable, and thus, ineligible for award.

BASIS OF AWARD

- (a) Lowest Priced Technically Acceptable (LPTA). In acquisitions in which more than one proposal is received, proposals will be evaluated using the Lowest Priced Technically Acceptable (LPTA) evaluation procedure to make a best value award decision. In these situations, the Government will award to the offeror which submits a technically acceptable proposal, with the lowest overall price. Because the Government intends to make an award based on the initial proposals, offerors are encouraged to make their best offers, initially; however, if the deemed necessary, the Government reserves the right to enter discussions.
- (b) Technical Acceptability. To be technically acceptable, a proposal must conform to ALL solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements provided within the solicitation or within its attached addenda. Proposals receiving a technical rating of "Unacceptable" will be ineligible for award.