

SOLICITATION, OFFER, AND AWARD

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

RATING
DO-A4PAGE OF PAGES
1 104

2. CONTRACT NUMBER	3. SOLICITATION NUMBER W912CH26BA014	4. TYPE OF SOLICITATION ☒ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED 30 SEP 2026	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES EVAN GRAHAM, EMAIL: EVAN.J.GRAHAM3.CIV@ARMY.MIL TELEPHONE: 571-588-8854	CODE W912CH	8. ADDRESS OFFER TO (If other than item 7)		

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

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 02:30 PM local time 30 OCT 2026
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME EVAN GRAHAM	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS EVAN.J.GRAHAM3.CIV@ARMY.MIL
	AREA CODE 571	NUMBER 588-8854	EXTENSION	

11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
☒	A	SOLICITATION/CONTRACT FORM	1-7	☒	I	CONTRACT CLAUSES	44-77
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8-13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
☒	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	14-19	☒	J	LIST OF ATTACHMENTS	78
☒	D	PACKAGING AND MARKING	20-22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
☒	E	INSPECTION AND ACCEPTANCE	23-31	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	79-91
☒	F	DELIVERIES OR PERFORMANCE	32-38			INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	92-101
☒	G	CONTRACT ADMINISTRATION DATA	39-43	☒	L	EVALUATION FACTORS FOR AWARD	102-103
☐	H	SPECIAL CONTRACT REQUIREMENTS		☒	M		

OFFER (Must be fully completed by offeror)**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

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

AWARD (To be completed by Government)

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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Section A - Solicitation/Contract Form

Instrument Name: Vision Correction

Product Service Code : 4240

A.1. DESCRIPTION OF ACTION

(a) This Invitation for Bids (IFB) is intended to result in the award of a single five-year indefinite delivery indefinite quantity (IDIQ) contract for the Vision Correction Assembly, National Stock Number (NSN): 4240-01-631-8044, Part Number: 5-1-4208. The resulting contract will establish pricing to be utilized through issuance of delivery orders, for discrete quantities during the period stated in the Schedule. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." Further, the quantities listed in this IFB and the resulting contract are estimates only and not a representation they will be ordered, nor is it a representation that conditions affecting Government needs will be stable. Please see Revolutionary FAR Overhaul (RFO) FAR 52.216-22: Indefinite Quantity for additional information.

(b) This IFB is issued on an unrestricted basis.

(c) There is a Technical Data Package (TDP) associated with this procurement. The TDP is distribution code "D", which limits access to Department of War (DoW) and U.S. DoW contractors only. Please see Section C.1. TDP Information for instructions on how to access this data. **BIDDERS MUST BE GRANTED TDP ACCESS PRIOR TO SUBMITTING A BID OR THE BID SUBMISSION WILL BE REJECTED.**

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

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

(1) STANDARD FORM 33 (IFB COVER PAGE): Blocks 13 through 18;

(2) SECTION B: The unit prices and dollar amounts requested for CLINs 0011, 0012, 0013, 0014, 0015 and 0016;

(3) SECTION E: E.6. Inspection and Acceptance Points;

(4) SECTION F: F.1 Time of Delivery;

(5) SECTION K: RFO FAR 52.209-13 - Violation of Arms Control Treaties or Agreements - Certification;

(6) SECTION K: RFO FAR 52.225-18 - Place of Manufacture;

(7) SECTION K: RFO FAR 52.214-14 - Place of Performance - Sealed Bidding;

(8) SECTION K: FAR 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation

(9) SECTION M: RFO FAR 52.219-2 - Equal Low Bids

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

(f) Bidders shall acknowledge receipt of all IFB amendments by the date and time indicated for receipt of bids. If this IFB is amended, then all terms and conditions which are not modified remain unchanged. Please see Section A.5. Acknowledgement of Amendments and RFO FAR 52.214-3: Amendments to IFBs for additional information.

(g) All bids received in response to this IFB shall be valid for a minimum of 120 calendar days. Please see RFO FAR 52.214-16: Minimum Bid Acceptance Period for additional information.

(h) Bid opening will be held with all Bidders and shall commence on November 03, 2026 at 1:00 p. m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via e-mail, after IFB closes and at least 24 hours prior to bid opening, to receive this information:

Evan Graham

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: evan.j.graham3.civ@army.mil

and

Katherine MacFarland

CONTRACTING OFFICER, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: katherine.e.macfarland.civ@army.mil

A.2. IFB STRUCTURE

(a) NAICS. The Government will utilize NAICS code 339115 - Ophthalmic Good Manufacturing for this procurement. Failure to register via the System for Award Management (SAM) website for this NAICS code, prior to submitting a bid in response to this IFB, may preclude your firm from receiving an award. Bidders should be aware of how U.S. Small Business concerns are defined in RFO FAR part 19, RFO Defense Federal Acquisition Regulation Supplement (DFARS) Part 219, and 13 CFR 121 Small Business Size Regulations. Bidders are advised to review 13 CFR 121.103, "How does SBA determine affiliation?", if applicable to this IFB.

(b) Ordering Periods and Delivery Orders. There will be five one-year ordering periods beginning the date of contract award.

(c) Delivery Orders.

(1) Future delivery orders will be awarded pursuant to RFO 52.216-18: Ordering, RFO 52.216-19: Order Limitations, RFO 52.216-22: Indefinite Quantity, and Section B of this IFB.

(2) Minimum Guaranteed Quantity. The minimum quantity of supplies the Government will acquire under the resulting contract is 30,690 EA. The Government will satisfy this minimum requirement by issuing the first delivery order for at least the stated minimum at time of contract award. The Government is not obligated to purchase any additional quantities beyond the minimum guaranteed quantity.

(3) Maximum Quantity. The maximum quantity of supplies that the Government may acquire under the resulting contract is 1,216,196 EA.

A.3. ELECTRONIC CONTRACTING

(a) All Army Contracting Command - Detroit Arsenal IFBs will be publicized on the System for Award Management (SAM) website:

<https://www.SAM.gov>

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

(b) Interested Bidders shall submit a completed IFB, including the Standard Form 33, via e-mail with the subject line "IFB Submission - W912CH-26-B-A014 (Contractor Name)" to the following personnel:

Evan Graham

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: evan.j.graham3.civ@army.mil

and

Katherine MacFarland

CONTRACTING OFFICER, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: katherine.e.macfarland.civ@army.mil

Once a bid is received, the Contract Specialist will reply to the respective Bidder indicating receipt of the submission. NOTE: FAX, HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

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

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

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

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

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

(g) All questions pertaining to this IFB shall be submitted via e-mail to the following personnel by October 15, 2026 at 2:30pm local time (Warren, MI):

Evan Graham

CONTRACT SPECIALIST, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: evan.j.graham3.civ@army.mil

and

Katherine MacFarland

CONTRACTING OFFICER, ARMY CONTRACTING COMMAND - DETROIT ARSENAL

EMAIL: katherine.e.macfarland.civ@army.mil

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

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

A.4. ALL OR NONE

(a) Bids in response to this IFB must be submitted for the total quantity of items identified in the IFB:

(1) Only one award will be made as a result of this IFB.

(2) Bids submitted for less than the total quantities of all the items in this IFB **will be deemed nonresponsive.**

A.5. ACKNOWLEDGEMENT OF AMENDMENTS

(a) Acknowledge all Government-issued IFB amendments by identifying the amendment number and its issue date below:

Amendment Number:

Date:

A.6. ARMY CONTRACTING COMMAND - DETROIT ARSENAL OMBUDSPERSON

(a) Information regarding the Ombudsperson for this contract is located at the following website:
<https://tacom.army.mil/ombudsperson>

Note: Website is best viewed using Google Chrome or Microsoft Edge.

A.7. DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

(a) This IFB and the resulting contract contain technical data whose export is restricted by the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50, United States Code). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25 and DoD Instruction 2040.02. THIS ALSO APPLIES TO DISTRIBUTION OF THE TDP TO ALL SUBCONTRACTORS AT EVERY LEVEL.

(b) To be eligible to gain access to this export controlled TDP (via SAM.gov) a Bidder must have a current DD 2345, "Militarily Critical Technical Data Agreement" certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: <http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx>

Processing time is estimated at six (6) to ten (10) weeks after receipt. Upon receipt of certification, a Bidder may request the TDP in accordance with Section C.1. Technical Data Package Information.

(c) Upon completion of the purposes for which Government technical data has been provided, the Bidder, and all subcontractors, vendors, and sub-vendors of the Bidder, **are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.**

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

*** END OF NARRATIVE 1 ***

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

The numbering system used in the four-digit Contract Line Item Numbers (CLINs) below is as follows:

The first-three digits signify the item and the fourth (last) digit signifies the applicable ordering year (e.g., CLIN 0011 is for the first item - first ordering year, CLIN 0012 is for the first item - second ordering year, etc.). The final line item(s) associated with each part, such as the First Article Test Report (FATR), technical manuals, services, or training (when applicable) become the last item number in the numerical sequence for each item (e.g., CLIN 0016 for a five-year long-term contract).

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

- First Ordering Year of the Contract is the date of award plus 364 days.
- Second Ordering Year of the Contract is 365 days through 729 days after contract award.
- Third Ordering Year of the Contract is 730 days through 1,094 days after contract award.
- Fourth Ordering Year of the Contract is 1,095 days through 1,459 days after contract award.
- Fifth Ordering Year of the Contract is 1,460 days through 1,824 days after contract award.

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

The following information applies to CLINs 0011 through 0015:

- Five-year Minimum Quantity: 30,690 EA
- Five-year Maximum Quantity: 1,216,196 EA

Note: Only the five-year minimum quantity of 30,690 EA is guaranteed.

*** END OF NARRATIVE 1 ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0011	Ordering Year 1 - Vision Correction National Stock Number: 4240016318044 Product Service Code: 4240	481,917	Each		

	North American Industry Classification System (NAICS): 339115 Pricing Arrangement: Firm Fixed Price				
	Additional Descriptive Data: CLIN 0011 quantity of 481,917 EA is an ESTIMATE of potential ordering amounts for Ordering Year 1. Only the five-year minimum quantity of 30,690 EA is guaranteed.				
0012	Ordering Year 2 - Vision Correction National Stock Number: 4240016318044 Product Service Code: 4240 North American Industry Classification System (NAICS): 339115 Pricing Arrangement: Firm Fixed Price	122,760	Each		
	Additional Descriptive Data: CLIN 0012 quantity of 122,760 EA is an ESTIMATE of potential ordering amounts for Ordering Year 2.				
0013	Ordering Year 3 - Vision Correction National Stock Number: 4240016318044	122,760	Each		

	Product Service Code: 4240 North American Industry Classification System (NAICS): 339115 Pricing Arrangement: Firm Fixed Price				
	Additional Descriptive Data: CLIN 0013 quantity of 122,760 EA is an ESTIMATE of potential ordering amounts for Ordering Year 3.				
0014	Ordering Year 4 - Vision Correction National Stock Number: 4240016318044 Product Service Code: 4240 North American Industry Classification System (NAICS): 339115 Pricing Arrangement: Firm Fixed Price	122,760	Each		
	Additional Descriptive Data: CLIN 0014 quantity of 122,760 EA is an ESTIMATE of potential ordering amounts for Ordering Year 4.				
0015	Ordering Year 5 - Vision Correction	122,760	Each		

	National Stock Number: 4240016318044 Product Service Code: 4240 North American Industry Classification System (NAICS): 339115 Pricing Arrangement: Firm Fixed Price				
	Additional Descriptive Data: CLIN 0015 quantity of 122,760 EA is an ESTIMATE of potential ordering amounts for Ordering Year 5.				
0016	First Article Test Report Final Test Lot Number: FATR Vision Correction Assembly Product Service Code: 4240 Pricing Arrangement: Firm Fixed Price	1	Lot		
	Additional Descriptive Data: FAT report shall be delivered 90 days after the receipt of GFP required to conduct first article testing. First Article Test Report (FATR), pursuant to the requirements listed in: Section E				

E.1.: First Article Test - Contractor Testing

E.6.: Inspection and Acceptance Points

Section I

RFO 52.209-3: First Article Approval - Contractor Testing (Alternate I)

Section J

Exhibit A, DD Form 1423 - Contract Data Requirements List, A005

PLEASE NOTE:

All bidders shall identify a dollar amount for CLIN 0016, even when requesting a first article waiver in accordance with E.2. Provision for Waiver of Required First Article Approval - Sealed Bidding. Failure to separately identify a FATR dollar amount shall mean that the bidder will provide FATR at no additional cost to the Government, and the bid will be evaluated accordingly.

9000

Contract Data Requirements List
(CDRL) - Not Separately Priced

1

Lot

Product Service Code: R425

Pricing Arrangement: Firm Fixed
Price

Additional Descriptive Data:

Not Separately Priced (NSP)

Please see Section J, Exhibit A, DD Form 1423 - Contract Data Requirements List for a

complete list of data items associated with this solicitation and the resulting contract.

PLEASE NOTE:

All bidders are instructed to not enter a unit price and/or dollar amount for CLIN 9000.
If
a bidder identifies a unit price and/or dollar amount, the Government will not consider
this information in its evaluation. Please see Section M.1(a)(3) for additional details.

Section C - Description/Specifications/Statement of Work

C.1. TECHNICAL DATA PACKAGE INFORMATION

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

☐ 1. There is no Technical Data Package (TDP) included with this IFB.

☒ 2. The TDP for this IFB resides within the System for Award Management (SAM) posting associated with the following solicitation number:

W912CH-26-B-A014

ATTACHMENT 0002: Army Package - TPP-EH3L0149EH

To access this data through SAM:

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

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

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

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

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

e. If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist at Army Contract Command Detroit Arsenal with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

f. If multiple individuals in the contractor's organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted.

Questions related to registration in SAM should be directed to:

<https://www.SAM.gov>

The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

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

C.2 GOVERNMENT FURNISHED PROPERTY MANAGEMENT INSTRUCTIONS

(a) Delivery of GFP. GFP will be delivered to the producing facility as identified by the contractor in the "place of performance" provision in Section K of the schedule, unless stated otherwise by the contractor.

(b) Contractor inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall obtain concurrence from the Government Property Accountability Specialist or Quality Assurance Representative and notify the Procurement Contracting Officer (PCO).

(c) Disposition of GFP. As soon as the GFP is no longer required and before contract closeout, the contractor shall request disposition instructions from the PCO. The contractor will notify the cognizant Government Property Accountability Specialist or Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

(1) Repackaging and Repacking of GFP. The contractor is responsible for any repackaging and repacking of GFP required to comply with applicable specifications.

(2) Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the PCO.

(d) Maintenance of GFP. The contractor shall properly maintain GFP and report to the Government Property Accountability Specialist or Quality Assurance Representative and PCO the need for replacement and/or capital rehabilitation.

(e) The Q113 Rough Handling Machine (26-19-51-30) identified in QAP5-1-4208 is needed for testing the Vision Correction Assembly. The contractor shall obtain or produce their own Q113 and obtain approval from the Government for its use in this buy. The Government Technical Data Package (TDP) for the Q113 Rough Handling Machine may be obtained upon request from the Procuring Contracting Officer (PCO). If requested, the Government TDP provided will be for reference only.

C.2. REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

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

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

(c) The Contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.3. OPSEC TRAINING REQUIREMENT

(a) Per AR 530-1, Operations Security, new Contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at:

<https://securityawareness.usalearning.gov/opsec/index.htm>

(b) The Contractor shall maintain the training certificates/proof of completion and make them available to the Contracting Officer's Representative (COR) or Procuring Contracting Officer (PCO) upon request.

C.4. CONTROLLED UNCLASSIFIED INFORMATION GUIDELINES

(a) The Contractor will be required to handle, access, or store Controlled Unclassified Information (CUI), legacy U//FOUO, and/or other technical data and is subject to the guidelines contained within Attachment 0003: Additional Guidelines for CUI.

C.5. THREAT AWARENESS REPORTING PROGRAM

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

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

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

C.6. CONFIGURATION MANAGEMENT DOCUMENTATION

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

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

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

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

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

e. For ECPs, RFVs, or NORs, the Contractor must submit the documentation listed in sub[1] paragraphs e (i) through e (iii). Failure to submit a complete legible package may result in return of the ECP/RFV/SCN/NOR without processing:

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

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

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

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

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

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

C.7 USE OF CLASS I and CLASS II OZONE DEPLETING SUBSTANCES

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at:

<https://www.govinfo.gov/content/pkg/USCODE-2013-title42/html/USCODE-2013-title42-chap85-subchapVI-sec7671a.htm>

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that the contractor can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS

shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

C.8 START OF WORK MEETING

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

b. The contractor shall at a minimum invite Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel may be invited to the meeting: Contracting Officer's Representative (COR) identified in Section G or in an appointment letter; Quality Assurance personnel; DCMA; etc. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. In accordance with Contract Data Requirements List (CDRL) A004 - Report, Record of Meeting/Minutes, the contractor shall provide the Government with minutes of the Start of Work Meeting within 30 days after the meeting is held.

*** END OF NARRATIVE 1 ***

Requirements

Vision Correction National Stock Number (NSN) 4240-01-631-8044, Part Number (P/N) 5-1-4208.

Section D - Packaging and Marking

D.1 SPECIAL PACKAGING INSTRUCTIONS

NSN: 4240-01-631-8044 ITEM: VISION CORRECTION ASSEMBLY

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

PRESERVATION: MILITARY LEVEL OF PACKING: -B- QUANTITY PER UNIT PACKAGE: -001- SPI NUMBER -P5-1-4208, DATED-31 AUG 23, REV A

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

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

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/sci/ait.html> for the current DoD Suppliers' Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes /pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end

cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations

- International Maritime Dangerous Goods Code (IMDG)

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

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

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

F.4. When applicable, a Product Safety Data Sheet (SDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

SUPPLEMENTAL INSTRUCTIONS: -PLACE A RED X AND THE WORDS "SHORT BOX" ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

*** END OF NARRATIVE 1 ***

Section E - Inspection and Acceptance

E.1 FIRST ARTICLE TEST - CONTRACTOR TESTING

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when

E.2. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL - SEALED BIDDING

(a) The Government reserves the right to waive the requirement entitled First Article Approval - Contractor Testing (RFO 52.209-3), incorporated via Section I. Bidders interested in submitting a First Article waiver request shall adhere to the following:

(1) Bidders must provide sufficient information for the Government to determine whether the First Article waiver request will be approved. If the Bidder intends to request a waiver, Attachment 0001: First Article Waiver Worksheet must be completed and submitted to the Government, along with any supporting documentation, as part of its bid. The worksheet is located in Section J of this IFB. The Bidder's request will not be considered if the worksheet and any supporting documentation are not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet that do not apply, annotate with "N/A" (not applicable). To substantiate or clarify information provided by the Bidder, the Government may request additional information. Incomplete worksheets may result in the waiver request being denied.

(2) Supporting Documentation. The First Article waiver request must be accompanied by documentation in support of the request. This documentation may include the following:

- i. A copy of the Administrative Contracting Officer (ACO) or Procuring Contracting Officer (PCO) letter approving a First Article Test Report (FATR) on a recent contract for the same or similar item;
- ii. A copy of a FATR for the same or a similar item as that solicited herein*;
- iii. A copy of an ACO or PCO letter approving a prior waiver request; and/or
- iv. If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

*Note: If a copy of a FATR is submitted in support of a waiver request under this IFB, the report must have been approved and signed by an authorized representative of the Government.

(3) The worksheet and any additional supporting documentation are part of your bid and must be submitted as part of the response to this IFB on company letterhead and signed by an agent of the company.

(4) Bidders shall not assume that a First Article waiver request will be approved even if the completed worksheet and any supporting documentation are submitted to the Government.

(5) Partial First Article waiver requests will neither be reviewed nor accepted.

(b) The Government will not consider any First Article waiver requests as part of its price evaluation process and will only review the apparent low Bidder's First Article waiver request, following the bid opening event and prior to contract award, if submitted.

(c) Accelerated Delivery Schedule.

(1) If the Government approves a Bidder's First Article waiver request, an accelerated delivery schedule pursuant to Section F.1. Time of Delivery shall apply.

E.3 USE OF MIL-STD 1916

a. The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The

contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be:

- VL II for major characteristics; and
- VL I for minor characteristics.

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

E.4 REWORK AND REPAIR OF NONCONFORMING MATERIAL

a. Rework and Repair are defined as follows:

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

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

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

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

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

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

E.5 DESTRUCTIVE TESTING

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

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

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

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

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

E.6 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - Contractor)

(a) The Contractor shall conduct production lot testing (PLT)/Conformance Inspection (CI) for each production lot to be tendered to the Government for acceptance.

(b) The samples shall be selected, examined, and tested in accordance with part II, III, and V of Quality Assurance Plan (QAP) 5-1-4208, and drawings. Sampling shall be conducted in accordance with the attributes sampling plan of MIL-STD-1916 using the verification levels (VLs) specified herein. If required, special sampling, inspection, and acceptance criteria are contained in Part III of QAP 5-1-4208. Inspection shall consist of examination and test of all the characteristics contained in Part III and Part IV of this QAP. Certification shall be required for each characteristic specified and shall include actual examination and test results when required herein. Results of examinations and tests shall be on file at the contractor's facility and shall be available to the Government for review.

(c) The samples shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The Contractor shall notify the QAR in writing at least five (5) business days in advance, when the lot is ready for sample selection. The

Contractor shall inspect production lots for conformance to the contract's requirements prior to selecting PLT samples. Unless otherwise authorized by the Contracting Officer, test samples shall not be submitted pursuant to this provision where the Contractor has determined that the lot does not conform to all contract requirements.

(d) Within 15 days of completing PLT on any given lot, the Contractor shall deliver to the Government a report that documents whether production lots conform to PLT requirements in the Technical Data Package. The PLT report shall verify whether all required inspections and tests have been completed successfully. The report shall be submitted to the Government in accordance with CDRL in Section J.

(e) Within 15 workdays after receipt of the PLT report, the Government will notify the Contractor in writing whether the specific lot has been approved, conditionally approved, or rejected. The Contractor shall maintain PLT report(s) for a period of two years after contract expiration, during which time they shall be available for Government review.

(f) If the PLT sample fails to meet any contractual requirement, the lot from which the test samples were drawn shall be rejected by the Government. In that event, the Contractor shall take immediate corrective action at no increase in the contract price, and shall submit an additional PLT sample (from the Government approved repair/reworked lot or from a new lot) for inspection. Corrective action shall apply to all items including, if applicable, basic items, repair parts, and in-process or final assembly items produced or in production since the last successful production lot test.

(g) PLT samples not consumed or destroyed in testing may be delivered as part of the production quantities due under the contract.

E.7 INSPECTION AND ACCEPTANCE POINTS

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

INSPECTION POINT: ORIGIN (BIDDER FILL-IN)

(Name)

(CAGE Code)

(Address, City, State, Zip)

ACCEPTANCE POINT: ORIGIN (BIDDER FILL-IN)

(Name)

(CAGE Code)

(Address, City, State, Zip)

Note: Inspection and acceptance at origin means that the contractor must contact the Defense Contract Management Agency (DCMA) to arrange for Government inspection before production is shipped. Failure to have production inspected and accepted at origin will result in its rejection at destination. Rejected production will be returned at the contractor's expense.

FIRST ARTICLE TEST REPORT ACCEPTANCE: DESTINATION

The Government's acceptance of the First Article Test Report (FATR) will take place at destination.

*** END OF NARRATIVE 1 ***

FAR Clauses Incorporated by Reference

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

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective
--------	-------	----------------	---------------------	---------------------

Date

52.246-11 Higher-Level Contract Quality 2014-12
Requirement.

Higher-Level Contract Quality Requirement (Dec 2014)

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

Quality Management System - ISO 9001:2015 Requirements, not including paragraph 8.3

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

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

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

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

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

(End of clause)

Overall Contract Inspection/Acceptance Locations

0011	Inspection and Acceptance Location Both Source Instructions: Inspection and Acceptance will take place at Origin. ACC-DTA is a PLACEHOLDER ONLY until contract award is made. DoDAAC: W912CH CountryCode: USA
------	---

	W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0012	Inspection and Acceptance Location Both Source Instructions: Inspection and Acceptance will take place at Origin. ACC-DTA is a PLACEHOLDER ONLY until contract award is made. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0013	Inspection and Acceptance Location Both Source Instructions: Inspection and Acceptance will take place at Origin. ACC-DTA is a PLACEHOLDER ONLY until contract award is made. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0014	Inspection and Acceptance Location Both Source

	Instructions: Inspection and Acceptance will take place at Origin. ACC-DTA is a PLACEHOLDER ONLY until contract award is made. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES
0015	Inspection and Acceptance Location Both Source Instructions: Inspection and Acceptance will take place at Origin. ACC-DTA is a PLACEHOLDER ONLY until contract award is made. DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES

Section F - Deliveries or Performance

F.1. TIME OF DELIVERY

(a) Delivery under this contract must conform to the schedule below:

(1) Government-Required Delivery Schedule: CLIN 0016 - First Article Test Report

a. Delivery is 090 calendar days after receipt of government furnished property required to perform first article testing.

b. An accelerated delivery schedule is acceptable at no additional cost to the Government.

(2) Government-Required Delivery Schedule with First Article Testing (FAT): CLIN 0011 - Production Quantity Ordering Year 1

a. Delivery is 090 calendar days after acceptance of first article test report.

b. An accelerated delivery schedule is acceptable at no additional cost to the Government.

(3) Government-Required Delivery Schedule with FAT Waived: CLINs 0011-0015 - Production Quantity Ordering Years 1 - 5

a. Delivery is 090 calendar days after receipt of order.

b. An accelerated delivery schedule is acceptable at no additional cost to the Government.

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

(c) The Bidder may propose an accelerated delivery schedule at no additional cost to the Government. Please complete the fill-ins below if you would like to propose an accelerated schedule:

(1) Bidder-Proposed Accelerated Delivery Schedule: CLIN 0016 - First Article Test Report

a. Delivery is _____ calendar days after receipt of government furnished property required to perform first article testing. (BIDDER FILL-IN)

b. If the Bidder submits a FAT waiver in accordance with Section E.2., it is still highly encouraged to propose a delivery schedule for CLIN 0016 in the event its waiver is rejected. If the fill-in at F.1(c)(1) is not provided, the Government-required delivery schedule identified at F.1(a)(1) shall apply.

(2) Bidder-Proposed Accelerated Delivery Schedule with FAT: CLIN 0011 - Production Quantity Ordering Year 1

a. Deliveries will start _____ calendar days after receipt of order. (BIDDER FILL-IN)

b. _____ units will be delivered at _____ calendar days after award, with _____ units delivered every thirty calendar days thereafter until delivery is complete.

(BIDDER FILL-IN)

c. If the Bidder submits a FAT waiver in accordance with Section E.2., it is still highly encouraged to propose a delivery schedule for CLINs 0011-0015 with FAT, in the event its waiver is rejected. If the fill-in at F.1(c)(2) is not provided, the Government-required delivery schedule identified at F.1(a)(2) shall apply.

(3) Bidder-Proposed Accelerated Delivery Schedule with FAT Waived: CLINs 0011-0015 - Production Quantity Ordering Years 1 - 5

a. Deliveries will start _____ calendar days after receipt of order. (BIDDER FILL-IN)

b. _____ units will be delivered at _____ calendar days after award, with _____ units delivered every thirty calendar days thereafter until delivery is complete.

(BIDDER FILL-IN)

F.2. LONG TERM CONTRACTS - FOB DESTINATION

For the purpose of bidders compiling FOB destination bids, the final destination for supplies will be the following destination(s) at the estimated percentage(s):

100% to Blue Grass Army Depot (Richmond, KY)

*** END OF NARRATIVE 1 ***

0011	From date of lead time event to delivery 90 Calendar Days Date of First Article Test Approval DoDAAC: W22PVJ Quantity 481,917 Each Address and POC Ship To DoDAAC: W22PVJ CountryCode: USA W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY 40475-5070 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0012	From date of lead time event to delivery 90 Calendar Days Date of Award DoDAAC: W22PVJ Quantity 122,760 Each Address and POC Ship To DoDAAC: W22PVJ CountryCode: USA

	W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY 40475-5070 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0013	From date of lead time event to delivery 90 Calendar Days Date of Award DoDAAC: W22PVJ Quantity 122,760 Each Address and POC Ship To DoDAAC: W22PVJ CountryCode: USA W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY 40475-5070 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0014	From date of lead time event to delivery 90 Calendar Days

	Date of Award DoDAAC: W22PVJ Quantity 122,760 Each Address and POC Ship To DoDAAC: W22PVJ CountryCode: USA W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY 40475-5070 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0015	From date of lead time event to delivery 90 Calendar Days Date of Award DoDAAC: W22PVJ Quantity 122,760 Each Address and POC Ship To DoDAAC: W22PVJ CountryCode: USA W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY 40475-5070 UNITED STATES Special Handling/Notes

	FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination
0016	From date of lead time event to delivery 90 Calendar Days Date of Government Furnished Property Received DoDAAC: W912CH Quantity 1 Lot Address and POC Ship To DoDAAC: W912CH CountryCode: USA W6QK ACC- DTA KO DIRECTORATE OF CONTRACTING, 6501 EAST 11 MILE ROAD WARREN, MI 48397-5000 UNITED STATES Special Handling/Notes FoB Details Party to Pay Transportation Cost: Contractor Point Type: Destination

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-17	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

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.

(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.

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

(g) *WAWF point of contact.*

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

N/A

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

(End of clause)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

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

52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.211-5	Material Requirements. (Deviation 2026-O0038)	2026-02		
52.214-29	Order of Precedence-Sealed Bidding.	1986-01		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.219-16	Liquidated Damages-	2026-02		

	Subcontracting Plan. (Deviation 2026-O0038)	
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
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While	2024-05

Driving.

52.229-3	Federal, State, and Local Taxes.	2026-02
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026- O0038)	2026-02
52.232-1	Payments.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-25	Prompt Payment.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	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-	2026-02

O0038)

52.240-92	Security Requirements. (Deviation 2026-O0038)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01
52.242-13	Bankruptcy.	1995-07
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.245-1	Government Property.	2021-09
52.245-9	Use and Charges.	2012-04
52.246-23	Limitation of Liability.	1997-02
52.246-26	Reporting Nonconforming Items.	2024-08
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-8	Default (Fixed-Price Supply and Service).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.204-7000	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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.215-7002	Cost Estimating System Requirements.	2025-01
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
252.225-7012	Preference for Certain Domestic	2022-04

Commodities.

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
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.	2023-01
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.226-7003	Drug-Free Work Force.	2024-08
252.232-7010	Levies on Contract Payments.	2006-12
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.245-7003	Contractor Property Management System Administration	2025-01

252.245-7005	Management and Reporting of Government Property.	2024-01
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

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

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

(a) The Contractor shall test 200 unit(s) of Vision Correction Assembly as specified in this contract, to all testing, inspection, and examination requirements listed on Drawing 5-1-4208, 5-1-4207, 5-1-4206 and QAP 5-1-4208 parts II, III, IV and V, and be inspected for compliance with all of the requirements of the applicable drawings in accordance with (IAW) Table I of the QAP. An equal quantity of molded components used in the first article sample shall be produced from each mold cavity. The first article sample shall be submitted for inspection and approval in accordance with the terms of the contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

1. The contractor is responsible for all testing regardless of who conducts the testing. A FAT Report shall be completed by the contractor documenting the results of all inspections and test (including suppliers and vendors inspection records and certifications, when applicable). The report shall include actual inspection and test results to include measurements, recorded test data, and certifications, if applicable, keyed to each drawing, QAP and specification requirement and identified by each individual drawing /specification/QAP characteristic.
2. A Packaging FAT is required and shall consist of three (3) packaged units IAW paragraph 2 of SPI P5-1-4208.
3. The Government will loan the following property to the contractor in order to perform the fit and protection factor, rough handling, and drop and ballistics tests specified in Part V, 501, 502, 504, and 508 of QAP respectively (see Part VI, Note 2 of QAP):

Item No.	Description	NSN	Quantity
----------	-------------	-----	----------

1	M50 Mask, small	4240-01-512-4431	10
---	-----------------	------------------	----

2	M50 Mask, medium	4240-01-512-4434	12
---	------------------	------------------	----

3	M50 Mask, large	4240-01-512-4437	10
---	-----------------	------------------	----

4	M53 Mask, extra small	4240-01-526-2163	5
---	-----------------------	------------------	---

5	M53 Mask, small	4240-01-526-3293	5
---	-----------------	------------------	---

6	M53 Mask, medium	4240-01-526-2164	12
---	------------------	------------------	----

7	M53 Mask, large	4240-01-526-2168	10
---	-----------------	------------------	----

8	Carrier, Mask	8465-01-529-0599	10
---	---------------	------------------	----

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of this contract to the Contracting Officer marked "FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. _____." Within 15 calendar days after the Government receives the test report, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

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

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

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

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

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

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

(End of clause)

52.216-18

Ordering.

2020-08

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD through FIVE (5) YEARS AFTER DATE OF CONTRACT AWARD.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 19,902 EA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 497,550 EA;

(2) Any order for a combination of items in excess of 497,550 EA; or

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

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

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

(End of clause)

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

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after SIX AND ONE HALF YEARS FOLLOWING CONTRACT AWARD.

(End of clause)

52.219-9 Small Business Subcontracting 2026-02
Plan. (Deviation 2026-O0038)

Small Business Subcontracting Plan (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause-

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S. C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

Total contract dollars means the final anticipated dollar value, including the dollar value of all

options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if-

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require that the subcontractor register in SAM for the purposes of

representing size or socioeconomic status in connection with a subcontract.

(iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.

(v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at <https://search.certifications.sba.gov/>.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626-

(i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and

(ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor (s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract

toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g., ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will-

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or

understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at <https://search.certifications.sba.gov/>.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved,

the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be monitored in SPR by the agency that approved the plan. This report shall be submitted within 45 days after the end of the Government's fiscal year.

(h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under FAR part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled "Utilization Of Small Business Concerns," or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based SPR. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or

subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When notified of any anomaly, discrepancy, or error in the ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice.

(ii)

(A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.

(iv) In the case of a subcontract with a subcontracting plan, the responsibility to monitor the ISR belongs to the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans-

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments /agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by November 14 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The responsibility to monitor SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, belongs to the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan-

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive

agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The responsibility to monitor SSRs for commercial plans belongs to the Government agency that approved the commercial plan.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02
----------	---------------------------------------	---------

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/dfars_far_overhaul_class_deviations.html

(End of clause)

52.252-4	Alterations in Contract.	1984-04
----------	--------------------------	---------

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

(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 DoW FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

Contract Line, Subline, or

Exhibit Line Item Number

Item Description

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

(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 repairables and DoD serially managed nonrepairables as specified in Attachment Number N/A.

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

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

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

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard

16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

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

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

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

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

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

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

(5) *Unique item identifier.*

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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

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

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

**

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	First-Article-Waiver - Worksheet	First Article Test Waiver Worksheet		05 Aug 2026			Attachment	No
0002	Army Package - TPP-EH3L0149EH	Supporting Technical Documentation		26 Aug 2026			Attachment	No
0003	Reserved	Reserved		17 Sep 2026			Attachment	No
0004	GFP - Attachment - Vision Correction Assembly	Government Furnished Property		30 Sep 2026			Attachment	No
A	QA- CBC CDRLs- 13-May-26, EH3L0149EH	Contract Data Requirements List (CDRL)		13 May 2026	9000		Exhibit	No

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

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

DFARS Provisions Incorporated by Reference

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

Representation.

FAR Provisions Incorporated by Full Text

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

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
----------	--	---------

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

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

(2) The total value of all current, active orders including all priced options under indefinite-

delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

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

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

[] (1) The Offeror certifies that-

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the

report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

Place of Performance-Sealed Bidding (Apr 1985)

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

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

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
(BIDDER FILL-IN)	(BIDDER FILL-IN)
_____	_____
_____	_____

(End of provision)

52.214-16 Minimum Bid Acceptance Period. 1984-04

Minimum Bid Acceptance Period (Apr 1984)

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

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

(c) The Government requires a minimum acceptance period of 120 calendar days.

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

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

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

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

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

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

(End of provision)

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

Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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.1. GENERAL BID INFORMATION

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

(b) Technical Data. There is a Technical Data Package (TDP) associated with this procurement.

The TDP is distribution statement "D", which limits access to Department of War (DoW) and U.S. DoW contractors only. Please see Section C.1. TDP Information for instructions on how to access this data. Bidders must access the TDP prior to submitting a bid or the bid submission will be rejected.

(c) Minimum Acceptance Period.

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

(2) The Government requires a minimum acceptance period of 120 calendar days. Bidders may specify a longer acceptance period via the RFO 52.214-16 fill-in. However, a bid allowing less than the Government's minimum acceptance period will be rejected.

L.2. BID CONTENT AND FORMAT

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

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

(1) Standard Form 33 (IFB Cover Page): Blocks 13 through 18;

(2) Section B: The unit prices and dollar amounts requested for CLINs 0011, 0012, 0013, 0014,

0015, and 0016;

(3) Section E: E.7 Inspection and Acceptance Points;

(4) Section F: F.1 Time of Delivery;

(5) Section K: RFO 52.209-13 - Violation of Arms Control Treaties or Agreements -Certification;

(6) Section K: RFO 52.214-14 - Place of Performance - Sealed Bidding;

(7) Section K: RFO 52.225-18 - Place of Manufacture;

(8) Section K: RFO 52.229-11 - Tax on Certain Foreign Procurements - Notice and Representation; and

(9) Section M: RFO 52.219-2 - Equal Low Bids

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

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

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

(a) Submission Method and File Size. All bids shall be submitted electronically in accordance with Section A.3. Electronic Contracting. Maximum size of each email is 10 megabytes. Bidders may use multiple email messages for each submission. However, they must annotate the subject line of each message as described in Section A.3, and number them in the following manner: "Message 1 of 3, 2 of 3, 3 of 3". NOTE: FAX, HARDCOPY (PAPER), AND DVD/CD-ROM BIDS WILL NOT BE ACCEPTED. HAND-CARRIED BIDS, WHETHER HARDCOPY OR ELECTRONIC, WILL ALSO NOT BE ACCEPTED.

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

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

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

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

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

(g) Readable and Virus-free Submission. Bidders shall make every effort to ensure their bid is readable and virus-free. Bids (or any portion(s) thereof) submitted which indicate the presence of a virus, or are otherwise unreadable, will be handled in accordance with RFO 14.302: Receipt of an Unreadable Electronic Bid. The following is intended to supplement this RFO reference:

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

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

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

(h) Submission Due Date. Bidders must ensure their bid, in its entirety, and any modifications or withdrawals, reach the required destination by the exact date and time for receipt of bids specified in Standard Form 33, Block 9 (IFB cover page). Any bid, modification, or withdrawal received after the exact date and time specified for receipt of bids is late and may not be considered. Please see RFO 52.214-7: Late Submissions, Modifications, and Withdrawals of Bids for additional information.

(i) Bidders are limited to submitting one bid with one approach to meeting the requirements of this IFB. Further, Bids must be submitted for the total quantity of items identified in this IFB, pursuant to Section A.4. All or None. Bids submitted for less than all requirements called for by this IFB will be deemed nonresponsive and may be rejected. Further, bids that contain alternative terms and conditions may be considered as taking exception to the requirements of this IFB and may be rejected.

L.4. SUBMISSION OF SUBCONTRACTING PLAN - SEALED BIDDING

(a) Concurrent with the bid in response to this Invitation for Bids (IFB), the bidder shall submit a subcontracting plan as required by RFO 52.219-9: Small Business Subcontracting Plan - Alternate I . This plan is not required for bidders that are small business concerns. The plan must be submitted to the Government in accordance with Section A.3. Electronic Contracting, by the date and time indicated for receipt of bids.

(b) Each page of the subcontracting plan must be marked with the IFB number and date. Bidders may also include other codes or identification symbols to aid in later identification.

(c) A determination of non-responsibility will be made for any bidder that fails to submit an acceptable subcontracting plan which, in the Contracting Officer's judgement, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract. Therefore, bidders should be aware of the Department of War's statutory goal to award five percent of its total planned subcontracting dollars to small disadvantaged businesses, at the prime contract and subcontract levels. Large businesses shall provide specific, written explanation as part of its subcontracting plan if the proposed goal for small disadvantaged business concerns is less than five percent of its total subcontracting dollars.

L.5. BID OPENING

(a) Bid opening will be held with all Bidders and shall commence on Tuesday, November 03 2026 at 1:00 p.m. local time (Warren, MI). Due to security protocols at the Detroit Arsenal, bid opening will be held virtually. Bidder attendance at this event is not required. The Government will provide a Microsoft Teams link, teleconference number, and passcode prior to bid opening. Please contact the following personnel via email, after IFB close and at least 24 hours prior to bid opening, to receive this information:

Evan Graham

Contract Specialist, Army Contracting Command - Detroit Arsenal

Email: evan.j.graham3.civ@army.mil

and

Katherine MacFarland

Contracting Officer, Army Contracting Command - Detroit Arsenal

Email: katherine.e.macfarland.civ@army.mil

L.6. OFFERS DELIVERED BY THIRD-PARTY EXPRESS SERVICES (NON-U.S. POSTAL SERVICE MAIL)

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

L.6. UNCLASSIFIED BID, MODIFICATION, OR REVISION/AMENDMENT SUBMISSION INSTRUCTIONS

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

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

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

L.7. HQ-AMC LEVEL PROTEST PROCEDURES

(a) Complete AMC Protest Procedures can be found at:

<http://www.amc.army.mil/Connect/Legal-Resources/>

(b) An agency protest may be filed with either the contracting officer or to HQAMC, but not both, following the procedures listed at the website above.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-	2026-02		

Registration. (Deviation 2026-00038)

52.214-3	Amendments to Invitations for Bids. (Deviation 2026-00038)	2026-02
52.214-4	False Statements in Bids.	1984-04
52.214-5	Submission of Bids. (Deviation 2026-00038)	2026-02
52.214-6	Explanation to Prospective Bidders.	1984-04
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-00038)	2026-02
52.214-10	Contract Award-Sealed Bidding.	1990-07
52.214-12	Preparation of Bids.	1984-04
52.232-15	Progress Payments Not Included.	1984-04
52.233-2	Service of Protest. (Deviation 2026-00038)	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	2023-01		

Contractors.

FAR Provisions Incorporated by Full Text

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

Economic Purchase Quantity-Supplies (Aug 1987)

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

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

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
_____	_____	_____	_____

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

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

(End of provision)

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

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.219-4 Notice of Price Evaluation 2026-02
Preference for HUBZone Small
Business Concerns. (Deviation
2026-O0038)

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026)
(Deviation 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.252-1	Solicitation Provisions	1998-02
	Incorporated by Reference.	

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

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

(End of provision)

52.252-3 Alterations in Solicitation. 1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

(End of clause)

52.252-5 Authorized Deviations in 2020-11
 Provisions.

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any DoW FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

M.1. BASIS OF AWARD

(a) Overview. The Government will evaluate bids based on the unit prices identified in Section B for CLINs 0011 through 0016 and intends to award a single firm-fixed-price contract to the responsible Bidder with the lowest total price. The lowest total price will be determined as follows:

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

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

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

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

(c) Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total price, the price of one or more contract line items or ranges is significantly over- or understated as determined by the application of cost and price analysis techniques. Offerors are cautioned that any bid determined to contain unbalanced pricing may be rejected or determined unacceptable for award. Please see RFO 15.404-6: Unbalanced Pricing for additional information.

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

(e) Equal Low Bids. A contract shall be awarded in the order of priority identified at RFO 14.308: Award of Equal Low Bids when two or more low bids are equal in all respects. Therefore, the Bidder is required to complete and return the associated RFO 52.219-2: Equal Low Bids fill-in with its bid submission.

(f) Only One Bid. When only one bid is received, the requirements identified at RFO DFARS 252.215-7992: Only One Offer shall apply.

M.2 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

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

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

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

(3) meets all the responsibility criteria at FAR 9.104.

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

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

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

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

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

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02		

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

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

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

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

(End of provision)