SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA4	1 102

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W912CH-25-R-0176	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2026MAY05	SEE SCHEDULE

7. Issued By Code W912CH

ACC-DTA
CCTA-APS-B
6501 E. 11 MILE RD.

DETROIT ARSENAL, MI 48397-5000

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 furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 11:00am **(hour) local time** 2026JUN04 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 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	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	LYNDSEY M. PENA	(520)	687-3936		LYNDSEY.M.PENA.CIV@ARMY.MIL

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price 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 No. 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 No.	Date	Amendment No.	Date

15A. Name and Address of Offeror Code _____ Facility _____

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

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 And Open Competition:
☐ **10 U.S.C. 2304(c)( )** ☐ **41 U.S.C. 253(c)( )**

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item 25

24. Administered By (If other than Item 7) Code _____

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.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LYNDSEY M. PENA
Buyer Office Symbol/Telephone Number: CCTA-APS-B/(520)687-3936
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A.1. DESCRIPTION OF ACTION

(a) This Request for Proposal (RFP) Solicitation, W912CH-25-R-0176, is intended to result in the award of a single firm-fixed-price (FFP), 5-year, Indefinite Delivery Indefinite Quantity (IDIQ) Long Term Contract (LTC) for the procurement of the following:

Noun: TANK,FABRIC,COLLAPS (3k gallon)
National Stock Number (NSN): 5430-01-473-2318
Part Number (P/N): 3KFUELASSY
Guaranteed Minimum Quantity: 1 EA*
Maximum 5-Year Quantity: 45 EA

Noun: TANK,FABRIC,COLLAPS (20k gallon)
National Stock Number (NSN): 5430-01-473-2321
Part Number (P/N): 20KFUELASSY
Guaranteed Minimum Quantity: 15 EA*
Maximum 5-Year Quantity: 521 EA

Noun: TANK,FABRIC,COLLAPS (50k gallon)
National Stock Number (NSN): 5430-01-473-2320
Part Number (P/N): 50KFUELASSY
Guaranteed Minimum Quantity: 24 EA*
Maximum 5-Year Quantity: 848 EA

Noun: TANK ASSEMBLY,FABRI (210k gallon)
National Stock Number (NSN): 5430-01-546-3725
Part Number (P/N): 210K-IPDS
Guaranteed Minimum Quantity: 15 EA*
Maximum 5-Year Quantity: 359 EA

*Only the minimum quantity for this procurement is guaranteed

(b) This RFP is a total small business set-aside in accordance with Federal Acquisition Regulation (FAR) 19.502-2.

(c) There is a Military Performance Specification associated with this procurement: MIL-PRF-32233D. This Specification is Distribution Statement A, which is approved for public release and distribution is unlimited. Please see Section C.1. TDP Information for instructions on how to access this data.

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

(e) Packaging requirements are in accordance with Section D - PACKAGING AND MARKING. Narrative D.1. PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)- APPLICABLE TO PART NUMBER: 3KFUELASSY applies to CLINS 0010-0015. Narrative D.2. PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)- APPLICABLE TO PART NUMBERS: 20KFUELASSY AND 50KFUELASSY applies to CLINS 0020-0025 and CLINS 0030-0035. Narrative D.3. PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)- APPLICABLE TO PART NUMBER: 210K-IPDS applies to CLINS 0040-0045.

(f) See Section L for Proposal Instructions.

(g) Questions pertaining to this solicitation are to be directed to the contacts listed in L.2.3.1 no later than 11:00 AM EST on Wednesday, 20 May 2026.

(h) Interested Offerors shall submit a proposal via email to the contacts listed in L.2.3.1 no later than the date and time listed on Page 1 of W912CH-25-R-0176. Once a proposal is received, the Contract Specialist/Contracting Officer will reply to the respective Offeror stating receipt of proposal submission.

A.2. ELECTRONIC CONTRACTING

(a) All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website (https://www. SAM.gov). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, are included with the solicitation as separate attachments or links.

(b) It is the responsibility of the offeror to ensure any proposal, modification, or revision/amendment is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208(b), if any proposal, modification, or revision/amendment was not received at the initial point of entry to the Government infrastructure by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, modification, or revision/amendment is defined to mean ALL volumes or parts required in the solicitation and included in the electronic submission.

Note: Any proposal, modification, or revision/amendment size and content may impact the time it takes for submission. Therefore, offerors are strongly cautioned that adequate time should be allowed when submitting any proposal, modification, or revision/amendment.

(c) Solicitations may remain posted on www.SAM.gov after the solicitation closing date. If the response deadline has passed for the solicitation, offerors will no longer be able to submit electronic responses.

(d) Any award issued as a result of this solicitation will be distributed electronically. In the event of a Freedom of Information Act (FOIA) (5 USC 552) request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released. In addition, in accordance with Executive Order 12600 (June 23, 1987), please be advised it is the Government's intention to also release the unit price(s) in response to any request under FOIA. Unit price is defined as the contract price per unit, or item purchased as it appears in Section B of the contract. Unit price does NOT refer to, nor does it include Cost or Pricing data or information. If an offeror objects to the release of the unit price(s) in the contract or contract modifications in the event of a FOIA request, the offeror must notify the Contracting Officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection, consistent with the provisions of FOIA. A release determination will be made in accordance with FOIA based on the rationale provided.

(e) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the APEX (formerly Procurement Technical Assistance Center (PTAC)) website at http://www.miapex.org/ to locate a regional center.

A.3. ARMY CONTRACTING COMMAND - DETROIT ARSENAL (DTA) OMBUDSPERSON

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

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:				
	The first three digits signify item and the fourth (last) digit signifies the applicable ordering year, i.e., CLIN 0011 is for the first item - first ordering year, CLIN 0012 is for the first item - second ordering year, CLIN 0021 is for the second item - first ordering year, etc.				
	NOTE: If the fourth digit is a zero, that indicates a First Article Test (FAT) CLIN.				
	THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:				
	FIRST ORDERING YEAR of the contract is the date of award plus 364 days.				
	SECOND ORDERING YEAR of the contract is 365 days through 729 days after contract award.				
	THIRD ORDERING YEAR of the contract is 730 days through 1,094 days after contract award.				
	FOURTH ORDERING YEAR of the contract is 1,095 days through 1,459 days after contract award.				
	FIFTH ORDERING YEAR of the contract is 1,460 days through 1,824 days after contract award.				
	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 information presented below applies to CLINS 0011-0015:				
	Minimum Five-Year Quantity: 1 EA Maximum Five-Year Quantity: 45 EA				
	The information presented below applies to CLINS 0021-0025:				
	Minimum Five-Year Quantity: 15 EA Maximum Five-Year Quantity: 521 EA				
	The information presented below applies to CLINS 0031-0035:				
	Minimum Five-Year Quantity: 24 EA Maximum Five-Year Quantity: 848 EA				
	The information presented below applies to CLINS 0041-0045:				
	Minimum Five-Year Quantity: 15 EA				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Maximum Five-Year Quantity: 359 EA NOTE: ONLY THE MINIMUM FIVE-YEAR QUANTITY IS GUARANTEED. (End of narrative A001)				
0010	3KFUELASSY FIRST ARTICLE TEST REPORT (FATR) SERVICE REQUESTED: 3KFUELASSY FATR CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Report (FATR), pursuant to the requirements listed in: SECTION E - E.2.: Notice Regarding First Article - E.3.: Notice Regarding First Article Test Sample - E.4.: Inspection and Acceptance (First Article Approval) SECTION I - FAR 52.209-3: First Article Approval Contractor Testing ***** PLEASE NOTE: - ALL OFFERORS SHALL IDENTIFY A DOLLAR AMOUNT FOR THE FATR CLIN, EVEN WHEN REQUESTING A FIRST ARTICLE WAIVER IN ACCORDANCE WITH E.5. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL. FAILURE TO SEPARATELY IDENTIFY A FATR DOLLAR AMOUNT SHALL MEAN THAT THE OFFEROR WILL PROVIDE FATR AT NO ADDITIONAL COST TO THE GOVERNMENT, AND THE PROPOSAL WILL BE EVALUATED ACCORDINGLY. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin GOVERNMENT APPROVAL/DISAPPROVAL: 30 CALENDAR DAYS FIRST ARTICLE TEST COMPLETION: 90 CALENDAR DAYS (End of narrative E001)				$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance Note: The contractor is authorized to deliver FATR early at no additional cost to the Government. (End of narrative F001)				
0011	FIRST ORDERING YEAR - 3K NSN: 5430-01-473-2318 COMMODITY NAME: 3K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 3KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.1.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 20	EA	See Range Pricing	$_____
0012	SECOND ORDERING YEAR - 3K NSN: 5430-01-473-2318 COMMODITY NAME: 3K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE:	EST 7	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 3KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.1.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0013	THIRD ORDERING YEAR - 3K NSN: 5430-01-473-2318 COMMODITY NAME: 3K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 3KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.1.) LEVEL PRESERVATION: Military LEVEL PACKING: A	EST 6	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0014	FOURTH ORDERING YEAR - 3K NSN: 5430-01-473-2318 COMMODITY NAME: 3K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 3KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.1.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 6	EA	See Range Pricing	$_____
0015	FIFTH ORDERING YEAR - 3K NSN: 5430-01-473-2318 COMMODITY NAME: 3K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE:	EST 6	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0020	20KFUELASSY FIRST ARTICLE TEST REPORT (FATR) SERVICE REQUESTED: 20KFUELASSY FATR CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Report (FATR), pursuant to the requirements listed in: SECTION E - E.2.: Notice Regarding First Article - E.3.: Notice Regarding First Article Test Sample - E.4.: Inspection and Acceptance (First Article Approval) SECTION I - FAR 52.209-3: First Article Approval Contractor Testing ***** PLEASE NOTE:				$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	- ALL OFFERORS SHALL IDENTIFY A DOLLAR AMOUNT FOR THE FATR CLIN, EVEN WHEN REQUESTING A FIRST ARTICLE WAIVER IN ACCORDANCE WITH E.5. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL. FAILURE TO SEPARATELY IDENTIFY A FATR DOLLAR AMOUNT SHALL MEAN THAT THE OFFEROR WILL PROVIDE FATR AT NO ADDITIONAL COST TO THE GOVERNMENT, AND THE PROPOSAL WILL BE EVALUATED ACCORDINGLY. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin GOVERNMENT APPROVAL/DISAPPROVAL: 30 CALENDAR DAYS FIRST ARTICLE TEST COMPLETION: 90 CALENDAR DAYS (End of narrative E001) Deliveries or Performance Note: The contractor is authorized to deliver FATR early at no additional cost to the Government. (End of narrative F001)				
0021	FIRST ORDERING YEAR - 20K NSN: 5430-01-473-2321 COMMODITY NAME: 20K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 20KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 521 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D	EST 221	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0022	SECOND ORDERING YEAR - 20K NSN: 5430-01-473-2321 COMMODITY NAME: 20K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 20KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 521 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 75	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	THIRD ORDERING YEAR - 20K NSN: 5430-01-473-2321 COMMODITY NAME: 20K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 20KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 521 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 75	EA	See Range Pricing	$_____
0024	FOURTH ORDERING YEAR - 20K NSN: 5430-01-473-2321 COMMODITY NAME: 20K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 20KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 521 $	EST 75	EA	See Range Pricing	$_____

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0025	FIFTH ORDERING YEAR - 20K NSN: 5430-01-473-2321 COMMODITY NAME: 20K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 20KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 521 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance	EST 75	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO:				
0030	50KFUELASSY FIRST ARTICLE TEST REPORT (FATR) SERVICE REQUESTED: 50KFUELASSY FATR CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Report (FATR), pursuant to the requirements listed in: SECTION E - E.2.: Notice Regarding First Article - E.3.: Notice Regarding First Article Test Sample - E.4.: Inspection and Acceptance (First Article Approval) SECTION I - FAR 52.209-3: First Article Approval Contractor Testing ***** PLEASE NOTE: - ALL OFFERORS SHALL IDENTIFY A DOLLAR AMOUNT FOR THE FATR CLIN, EVEN WHEN REQUESTING A FIRST ARTICLE WAIVER IN ACCORDANCE WITH E.5. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL. FAILURE TO SEPARATELY IDENTIFY A FATR DOLLAR AMOUNT SHALL MEAN THAT THE OFFEROR WILL PROVIDE FATR AT NO ADDITIONAL COST TO THE GOVERNMENT, AND THE PROPOSAL WILL BE EVALUATED ACCORDINGLY. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin GOVERNMENT APPROVAL/DISAPPROVAL: 30 CALENDAR DAYS FIRST ARTICLE TEST COMPLETION: 90 CALENDAR DAYS (End of narrative E001) Deliveries or Performance				$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Note: The contractor is authorized to deliver FATR early at no additional cost to the Government. (End of narrative F001)				
0031	FIRST ORDERING YEAR - 50K NSN: 5430-01-473-2320 COMMODITY NAME: 50K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 50KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 848 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 368	EA	See Range Pricing	$_____
0032	SECOND ORDERING YEAR - 50K NSN: 5430-01-473-2320 COMMODITY NAME: 50K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 50KFUELASSY	EST 120	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 848 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0033	THIRD ORDERING YEAR - 50K NSN: 5430-01-473-2320 COMMODITY NAME: 50K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 50KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 848 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military	EST 120	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0034	FOURTH ORDERING YEAR - 50K NSN: 5430-01-473-2320 COMMODITY NAME: 50K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 50KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 848 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 120	EA	See Range Pricing	$_____
0035	FIFTH ORDERING YEAR - 50K	EST 120	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 5430-01-473-2320 COMMODITY NAME: 50K - TANK, FABRIC, COLLAPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 97403 Mfr Part Number: 50KFUELASSY Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 74 $ 75 150 $ 151 848 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING AND MARKING (D.2.) LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0040	210K-IPDS FIRST ARTICLE TEST REPORT (FATR) SERVICE REQUESTED: 210K-IPDS FATR CLIN CONTRACT TYPE: Firm Fixed Price First Article Test Report (FATR), pursuant to the requirements listed in: SECTION E - E.2.: Notice Regarding First Article - E.3.: Notice Regarding First Article Test Sample - E.4.: Inspection and Acceptance (First Article Approval) SECTION I - FAR 52.209-3: First Article Approval Contractor Testing				$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	*****				
	PLEASE NOTE:				
	- ALL OFFERORS SHALL IDENTIFY A DOLLAR AMOUNT FOR THE FATR CLIN, EVEN WHEN REQUESTING A FIRST ARTICLE WAIVER IN ACCORDANCE WITH E.5. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL. FAILURE TO SEPARATELY IDENTIFY A FATR DOLLAR AMOUNT SHALL MEAN THAT THE OFFEROR WILL PROVIDE FATR AT NO ADDITIONAL COST TO THE GOVERNMENT, AND THE PROPOSAL WILL BE EVALUATED ACCORDINGLY.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	GOVERNMENT APPROVAL/DISAPPROVAL: 30 CALENDAR DAYS				
	FIRST ARTICLE TEST COMPLETION: 90 CALENDAR DAYS				
	(End of narrative E001)				
	Deliveries or Performance				
	Note: The contractor is authorized to deliver FATR early at no additional cost to the Government.				
	(End of narrative F001)				
0041	FIRST ORDERING YEAR - 210K	EST 128	EA	See Range Pricing	$_____
	NSN: 5430-01-546-3725 COMMODITY NAME: 210K - TANK ASSEMBLY, FABRI CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 210K-IPDS				
	Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 99 $ 100 359 $				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING INSTRUCTIONS AK15463725 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0042	SECOND ORDERING YEAR - 210K NSN: 5430-01-546-3725 COMMODITY NAME: 210K - TANK ASSEMBLY, FABRI CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 210K-IPDS Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 99 $ 100 359 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING INSTRUCTIONS AK15463725 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 87	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	THIRD ORDERING YEAR - 210K NSN: 5430-01-546-3725 COMMODITY NAME: 210K - TANK ASSEMBLY, FABRI CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 210K-IPDS Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 99 $ 100 359 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING INSTRUCTIONS AK15463725 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:	EST 50	EA	See Range Pricing	$_____
0044	FOURTH ORDERING YEAR - 210K NSN: 5430-01-546-3725 COMMODITY NAME: 210K - TANK ASSEMBLY, FABRI CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 210K-IPDS Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 99 $	EST 50	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	100 359 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING INSTRUCTIONS AK15463725 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO:				
0045	FIFTH ORDERING YEAR - 210K NSN: 5430-01-546-3725 COMMODITY NAME: 210K - TANK ASSEMBLY, FABRI CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 210K-IPDS Range Quantities FROM TO UNIT PRICE 1 9 $ 10 24 $ 25 99 $ 100 359 $ Description/Specs./Work Statement TOP DRAWING NR: MIL-PRF-32233D Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING INSTRUCTIONS AK15463725 LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance	EST 44	EA	See Range Pricing	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO:				

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
C.1. TECHNICAL DATA PACKAGE INFORMATION

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

[ ] 1. There is no Technical Data Package (TDP) included with this solicitation.

[X] 2. The TDP/Military Performance Specification for this solicitation resides within the System for Award Management (SAM) (https://SAM.gov) associated with this solicitation number:

W912CH-25-R-0176
in
Attachment 0007: MIL-PRF-32233D

To access the data through SAM:

a. Log on to the SAM web site: https://SAM.gov.

b. Search for the solicitation number.

c. Click on the attachment you would like to view.

d. If the attachment is restricted, request access to the document.

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

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

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

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

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

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

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

C.2. DRAWING LIMITATIONS

(a) The drawings supplied with this contract are not shop or process drawings. The drawings are engineering design drawings, are adequate to permit manufacture, and:

(1) depict the completed (item(s), and(2) serve as the basis for inspection of the completed item(s).

(b) These drawings DO NOT cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if all the dimensions and tolerances specified in the engineering design drawing for each individual part are met, a cumulative unacceptable fit for the contract item could result.

(c) The Contractor is responsible for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) Failure to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, will result in the Contractor being responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

C.3. REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

(a) The contractor is subject to, at a minimum, the provisions of the current TACOM OPSEC Plan (Attachment 0009) and Attachment 0008 Additional Guidelines for Controlled Unclassified Information, or other approved U.S. Government OPSEC plan, per AR 530-1, Operations Security. This Plan specifies the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

(b) The contractor will receive a copy of the Plan (Attachment 0009 TACOM OPSEC Plan) at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by TACOM G3/G2 or individual organizations supporting AT/OPSEC Officers.

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

C.4. OPSEC TRAINING REQUIREMENT

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at: https://securityawareness.usalearning.gov/opsec/index.htm. 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.5. Counterintelligence Awareness and Reporting (CIAR); formerly known as Threat Awareness Reporting Program (TARP):

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

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

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

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

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

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

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

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

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

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

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

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

- Professional and educational exchange programs with foreign governments.

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

*** END OF NARRATIVE C0001 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING
D.1. PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) APPLICABLE TO PART NUMBER: 3KFUELASSY (CLINS 0010-0015)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

(1) LEVEL OF PRESERVATION: MILITARY
(2) LEVEL OF PACKING: A
(3) QUANTITY PER UNIT PACKAGE: 001
(4) SPECIFICATION/STANDARD: N/A

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:
In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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 material will not identify the nature of the material. NOTE: When an item has Unique Item Identifier (UII) markings as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the UII clause cited above are included in this solicitation/contract.

(e) Heat Treatment and Marking of Wood Packaging Materials (WPM):
(1) In accordance with DOD 4140.65-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), "Regulation of Wood Packaging Material in International Trade," current edition, (hereinafter "ISPM 15"), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organization's compliance program.
(2) Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.
(3) Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(f) Hazardous Materials (As applicable):
(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.)
(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein 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 AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).
(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. A Product Material Safety Data Sheets (MSDS) 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.

(g) SUPPLEMENTAL INSTRUCTIONS: N/A

D.2. PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) APPLICABLE TO PART NUMBERS: 20KFUELASSY (CLINS 0020-0025) AND 50KFUELASSY (CLINS 0030-0035)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

(1) LEVEL OF PRESERVATION: MILITARY
(2) LEVEL OF PACKING: A
(3) QUANTITY PER UNIT PACKAGE: 001
(4) SPECIFICATION/STANDARD: MIL-STD-2073-1E

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:
In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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 material will not identify the nature of the material. NOTE: When an item has Unique Item Identifier (UII) markings as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the UII clause cited above are included in this solicitation/contract.

(e) Heat Treatment and Marking of Wood Packaging Materials (WPM):
(1) In accordance with DOD 4140.65-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), "Regulation of Wood Packaging Material in International Trade," current edition, (hereinafter "ISPM 15"), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organization's compliance program.
(2) Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.
(3) Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(f) Hazardous Materials (As applicable):
(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.)
(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein 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 AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(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. A Product Material Safety Data Sheets (MSDS) 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.

(g) SUPPLEMENTAL INSTRUCTIONS: Weights and dimensions are estimates.

D.3. PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) APPLICABLE TO PART NUMBER: 210K-IPDS (CLINS 0040-0045)

(a) Military preservation, packing, and marking for this contract/order 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, see below.

(1) LEVEL OF PRESERVATION: MILITARY
(2) LEVEL OF PACKING: A
(3) QUANTITY PER UNIT PACKAGE: 001
(4) SPECIAL PACKAGING INSTRUCTION NUMBER: AK15463725 (Attachment 0004)
(a) REVISION: E
(b) DATE OF REVISION: 2017-12-19
(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL: N/A

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See Adobe's website (http://get.adobe.com/reader/) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

(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 preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(c) Marking:
(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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.
(2) When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at: https://www.acq.osd.mil/dpap/pdi/uid/guides.html) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the RFID and UII clauses cited above are included in this solicitation/contract.

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM):
(1) In accordance with DOD 4140.65-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), "Regulation of Wood Packaging Material in International Trade," current edition, (hereinafter "ISPM 15"), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organization's compliance program.
(2) Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: http://www.alsc.org). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.
(3) Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALS approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall

be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Foreign manufacturers shall comply with ISPM -15 and shall have the marking of WPM verified in accordance with their National Plant Protection Organization's compliance program.

(e) Hazardous Materials (As applicable):
(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.)
(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein 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 AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).
(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. A Product Material Safety Data Sheets (MSDS) 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.

(f) 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.

(g) SUPPLEMENTAL INSTRUCTIONS: Dimensions are estimated.

*** END OF NARRATIVE D0001 ***

SECTION E - INSPECTION AND ACCEPTANCE

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(APPLICABLE TO ALL CLINS)
(a) The contractor shall comply with the higher-level quality standard(s) listed below.
QMS Requirements: ISO 9001:2015 or equivalent
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

E.1. INSPECTION AND ACCEPTANCE POINTS: ORIGIN

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

INSPECTION POINT: _____
(Name) (CAGE)

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

ACCEPTANCE POINT: _____
(Name) (CAGE)

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

E.2. NOTICE REGARDING FIRST ARTICLE

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

E.3. NOTICE REGARDING FIRST ARTICLE TEST SAMPLE

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of ONE (1) EA that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of NONE (0) that successfully passes all specified tests, less the destructive tests, if any, serve as a manufacturing standard for the remainder of the contract.

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

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

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

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

(a) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with: Spec MIL-PRF-32233D
(b) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

E.5. PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

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

(1) Offerors who intend to request a waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet (Attachment 0005) must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found in Section J "Attachments" of this solicitation. The offeror's request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information. Incomplete worksheets can result in the waiver request being denied; Offerors should contact the Contract Specialist listed on the face page of this solicitation for assistance in filling out the worksheet completely.

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

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company. FAT waivers, if approved by the Government, will not be part of the Price Factor Evaluation.

(4) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:
(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)
(ii) Identification of the drawing with specific references to the drawing notes.
(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(5) Supporting documentation.
(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information

such as the following; (1) Copy of the Administrative Contracting Officer's (ACO's) or Procuring Contracting Officer's (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.
(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.
(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offeror's proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.
(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.
(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

(6) FAT waivers will not be evaluated in the Price Factor Evaluation. All FAT costs shall be input into the Attachment 0001 Pricing Workbook.

E.6. TECHNICAL DATA FOR INSPECTION

(a) When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications, and any applicable Engineering Exceptions associated to the technical data, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

(b) If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor technical data is available for review to support the Government's inspection requirements.

E.7. USE OF MIL-STD 1916

(a) The Government will not accept lots whose samples submitted for acceptance contain non-conformances 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 IV for major characteristics and VL II for minor characteristics.

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

*** END OF NARRATIVE E0001 ***

SECTION F - DELIVERIES OR PERFORMANCE

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION (JAN 1991)	FEB/2006
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)	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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A_____	N/A_____
N/A_____	N/A_____
N/A_____	N/A_____

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A_____	N/A_____
N/A_____	N/A_____
N/A_____	N/A_____

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause 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 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)

F.1. TIME OF DELIVERY

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

REQUIRED DELIVERY SCHEDULE ITEM NO. QUANTITY WITHIN DAYS AFTER CONTRACT AWARD

3K GALLON TANKS:
CLIN 0010 1 LO 90 DAYS AFTER AWARD
CLIN 0011 EST 20 EA 90 DAYS AFTER AWARD WITHOUT FAT AT A RATE OF 10 EA PER MONTH; 180 DAYS AFTER AWARD WITH FAT AT A RATE OF 10 EA PER MONTH
CLIN 0012 EST 7 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0013 EST 6 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0014 EST 6 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0015 EST 6 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH

20K GALLON TANKS:
CLIN 0020 1 LO 90 DAYS AFTER AWARD
CLIN 0021 EST 221 EA 90 DAYS AFTER AWARD WITHOUT FAT AT A RATE OF 15 EA PER MONTH; 180 DAYS AFTER AWARD WITH FAT AT A RATE OF 15 EA PER MONTH
CLIN 0022 EST 75 EA 90 DAYS AFTER AWARD AT A RATE OF 15 EA PER MONTH
CLIN 0023 EST 75 EA 90 DAYS AFTER AWARD AT A RATE OF 15 EA PER MONTH
CLIN 0024 EST 75 EA 90 DAYS AFTER AWARD AT A RATE OF 15 EA PER MONTH
CLIN 0025 EST 75 EA 90 DAYS AFTER AWARD AT A RATE OF 15 EA PER MONTH

50K GALLON TANKS:
CLIN 0030 1 LO 90 DAYS AFTER AWARD

Name of Offeror or Contractor:

CLIN 0031 EST 368 EA 90 DAYS AFTER AWARD WITHOUT FAT AT A RATE OF 20 EA PER MONTH; 180 DAYS AFTER AWARD WITH FAT AT A RATE OF 20 EA PER MONTH
CLIN 0032 EST 120 EA 90 DAYS AFTER AWARD AT A RATE OF 20 EA PER MONTH
CLIN 0033 EST 120 EA 90 DAYS AFTER AWARD AT A RATE OF 20 EA PER MONTH
CLIN 0034 EST 120 EA 90 DAYS AFTER AWARD AT A RATE OF 20 EA PER MONTH
CLIN 0035 EST 120 EA 90 DAYS AFTER AWARD AT A RATE OF 20 EA PER MONTH

210K GALLON TANKS:
CLIN 0040 1 LO 90 DAYS AFTER AWARD
CLIN 0041 EST 128 EA 90 DAYS AFTER AWARD WITHOUT FAT AT A RATE OF 10 EA PER MONTH; 180 DAYS AFTER AWARD WITH FAT AT A RATE OF 10 EA PER MONTH
CLIN 0042 EST 87 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0043 EST 50 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0044 EST 50 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH
CLIN 0045 EST 44 EA 90 DAYS AFTER AWARD AT A RATE OF 10 EA PER MONTH

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO. QUANTITY WITHIN DAYS AFTER DATE OF CONTRACT

3K GALLON TANKS:
CLIN 0010 1 LO _____
CLIN 0011 EST 20 EA _____
CLIN 0012 EST 7 EA _____
CLIN 0013 EST 6 EA _____
CLIN 0014 EST 6 EA _____
CLIN 0015 EST 6 EA _____

20K GALLON TANKS:
CLIN 0020 1 LO _____
CLIN 0021 EST 221 EA _____
CLIN 0022 EST 75 EA _____
CLIN 0023 EST 75 EA _____
CLIN 0024 EST 75 EA _____
CLIN 0025 EST 75 EA _____

50K GALLON TANKS:
CLIN 0030 1 LO _____
CLIN 0031 EST 368 EA _____
CLIN 0032 EST 120 EA _____
CLIN 0033 EST 120 EA _____
CLIN 0034 EST 120 EA _____
CLIN 0035 EST 120 EA _____

210K GALLON TANKS:
CLIN 0040 1 LO _____
CLIN 0041 EST 128 EA _____
CLIN 0042 EST 87 EA _____
CLIN 0043 EST 50 EA _____
CLIN 0044 EST 50 EA _____
CLIN 0045 EST 44 EA _____

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

Contractor's date of receipt of the contract or notice of award by adding

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

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

F.2. LONG TERM CONTRACTS - FOB DESTINATION Part Number: 3KFUELASSY (CLINS 0011-0015)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 50% to Plant 7001 - Def Dist Depot Red River (BR4); 50% to Plant 7011 - XU Def Dist Depot San Joaquin (AQ5).

F.3. LONG TERM CONTRACTS - FOB DESTINATION Part Number: 20KFUELASSY (CLINS 0021-0025)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 100% to Plant 7002 - DDSP New Cumberland Facility (AN5)

F.4. LONG TERM CONTRACTS - FOB DESTINATION Part Number: 50KFUELASSY (CLINS 0031-0035)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 50% to Plant 7001 - Def Dist Depot Red River (BR4); 50% to Plant 7011 - XU Def Dist Depot San Joaquin (AQ5).

F.5. LONG TERM CONTRACTS - FOB DESTINATION Part Number: 210K-IPDS (CLINS 0041-0045)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 50% to Plant 7001 - Def Dist Depot Red River (BR4); 50% to Plant 7011 - XU Def Dist Depot San Joaquin (AQ5).

*** END OF NARRATIVE F0001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)	JAN/2023

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items

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

Combo

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

Combo

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

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF

when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W912CH
Admin DoDAAC**	TBD
Inspect By DoDAAC	TBD
Ship To Code	SEE SCHEDULE
Ship From Code	SEE SCHEUDLE
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) WAWF point of contact.

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

N/A

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

a. The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Contract.

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

1. The Contracting Office may use any combination of contract writing systems to generate distributable copies of this contract during its period of performance, as well as any subsequent modifications or orders (if applicable). As a result:
i. Subsequent documents you receive may appear noticeably different than the original award or previous contractual documents from the same Contracting Office.
ii. A change between contract writing systems may cause important information concerning contract terms and conditions to take on different formatting or appear in different parts of later documents issued.
iii. Contractors shall ensure Customer Relationship Management (CRM) systems and personnel interacting with this contract are prepared to identify and respond appropriately to differences between document versions.

2. The Government does not intend to use the shift between contract writing systems to effect any changes to Contract terms and conditions. Therefore:
i. Contractors should view changes to terms or conditions between document versions as system-generated and potentially erroneous unless accompanied by narrative(s) designating such changes as deliberate and desired.
ii. Contractors shall inform the Contracting Officer listed on the first page of the most recent document issued for guidance regarding any suspected or observed inadvertent or system-generated changes (e.g. noticing something missing in a new conformed copy).
iii. The Government will correct any inadvertent or system-generated changes, additions, or omissions discovered by either party, via bilateral modification, at no cost to the Contractor.
iv. The terms and conditions contained in the latest document reflecting deliberate action by the Contracting Officer (e.g. the last conformed copy of the award not affected by the observed issue) will take precedence until these problems are corrected.

3. In the unlikely event award information is corrupted or mutilated during system migration and replacement or re-issuance of this contract is necessary for continued contract administration, the Contracting Officer will:
i. Issue a continuation contract in accordance with DFARS 204.1601(c) and DFARS PGI 204.1601(c), carrying over all terms and conditions from the last-known version of this contract accurately reflecting mutual agreement of the parties.
ii. Incorporate the last-known version of this contract accurately reflecting mutual agreement of the parties as an attachment to the replacement or continuation contract for future reference.
iii. Ensure any such reissuance or continuance is properly reported to preserve the integrity of Contractor performance measurement data, if any (e.g. FAPIIS, CPARS).

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	NOV/2021
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2026)	FEB/2026
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT-MAINTENANCE (FEB 2026)	FEB/2026
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)	FEB/2026
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)	FEB/2026
I-14	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (FEB 2026)	FEB/2026
I-15	52.210-1	MARKET RESEARCH(FEB 2026)	FEB/2026
I-16	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATION (FEB 2026)	FEB/2026
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)	FEB/2026
I-20	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEB 2026)	FEB/2026
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-23	52.219-33	NONMANUFACTURER RULE (FEB 2026)	FEB/2026
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-26	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-27	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-28	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-29	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-30	52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	APR/2026
I-31	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-34	52.227-3	PATENT INDEMNITY	APR/1984
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	MAY/2014
I-40	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-41	52.232-25	PROMPT PAYMENT	JAN/2017
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018

	Regulatory Cite	Title	Date
I-43	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-44	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-45	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-46	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-48	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	DEC/2022
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-51	52.244-5	COMPETITION IN SUBCONTRACTING (AUG 2024)	AUG/2024
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION 2025-O0003)	MAR/2026
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.246-26	REPORTING NONCONFORMING ITEMS (AUG 2024)	AUG/2024
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.253-1	COMPUTER GENERATED FORMS	FEB/2026
I-60	252.270-7002	Pilot Program To Incentivize Contracting With Employee-Owned Businesses (Nov 2024)	NOV/2024
I-61	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (JAN 2023)	JAN/2023
I-63	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
I-64	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.204-7006	BILLING INSTRUCTIONS--COST VOUCHERS (MAY 2023)	MAY/2023
I-67	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013, REVISION 1)	MAY/2024
I-68	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
I-69	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
I-70	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)	NOV/2023
I-71	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS(NOV2025)	JAN/2023
I-72	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)	OCT/2024
I-73	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY E GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)	MAY/2019
I-74	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-75	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-76	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)	JAN/2023
I-77	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC (FEB 2024)	FEB/2024
I-78	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-79	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (JUL 2024)	JUL/2024
I-80	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-82	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)	JAN/2023
I-84	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-85	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-86	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)	MAY/2024
I-87	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
I-88	252.225-7058	POSTAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE	JAN/2023

	Regulatory Cite	Title	Date
		PEOPLE?S REPUBLIC OF CHINA (JAN 2023)	
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)	JAN/2023
I-90	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-91	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-92	252.232-7016	NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS	APR/2020
I-93	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION (JAN 2025)	JAN/2025
I-94	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-96	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-97	252.246-7001	WARRANTY OF DATA (MAR 2014) -- ALTERNATE II (MAR 2014)	MAR/2014
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-99	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test _1_ unit(s) of Lot/Item _CLIN 0010, CLIN 0020, CLIN 0030, and CLIN 0040_ as specified in this contract. At least _14_ calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within _90_ calendar days from the date of this contract to _the assigned ACO_, marked "First Article Test Report: Contract No. _____, Lot/Item No. _____". Within _30_ calendar days after the Government receives the test report, the Contracting Officer shall 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 shall state any further action required of the Contractor. A notice of disapproval shall 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 shall 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 shall, 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 Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(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.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-100 52.216-18 ORDERING AUG/2020

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

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

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

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

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

(3) If sent electronically, the Government either--

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

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

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

(End of clause)

I-101 52.216-19 ORDER LIMITATIONS OCT/1995

Applicable to Part Number 3KFUELASSY (CLINS 0011-0015):

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _1_, 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 _16_;

(2) Any order for a combination of items in excess of _16_; or

(3) A series of orders from the same ordering office within _30_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _15_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Applicable to Part Number 20KFUELASSY (CLINS 0021-0025):

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _15_, 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 _177_;

(2) Any order for a combination of items in excess of _177_; or

(3) A series of orders from the same ordering office within _30_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _15_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Applicable to Part Number 50KFUELASSY (CLINS 0031-0035):

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _24_, 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 _294_;

(2) Any order for a combination of items in excess of _294_; or

(3) A series of orders from the same ordering office within _30_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _15_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Applicable to Part Number 210K-IPDS (CLINS 0041-0045):

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than _15_, 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 _102_;

(2) Any order for a combination of items in excess of _102_; or

(3) A series of orders from the same ordering office within _30_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _15_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-102 52.216-22 INDEFINITE QUANTITY OCT/1995

(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 effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _six and one half (6) years after contract award_.

(End of Clause)

I-103 52.219-14 LIMITATIONS ON SUBCONTRACTING (FEB 2026) FEB/2026

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance

to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause

[____] By the end of the base term of the contract and then by the end of each subsequent option period; or

[_X_] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protg and its mentor approved by the Small Business Administration, the small business protg shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protg in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions..

(End of clause)

I-104 52.232-16 PROGRESS PAYMENTS (FEB 2026) FEB/2026

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.
(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay

to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _30th_ day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

I-105 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-106 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (FEB 2026) FEB/2026

(a) Definitions. As used in this clause

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months

under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it __ is, __ is not a small business concern under NAICS Code _326299_ assigned to contract number _____.

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

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it _ is, _ is not a

joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

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

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

(End of clause)

I-107 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2026) FEB/2026

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.(1) The Contracting Officer may terminate the contract.
(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

I-108 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (FEB 2026) FEB/2026

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-109 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FEB 2026) FEB/2026

(a)Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b)Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-110 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026) FEB/2026

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b)The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert None) Identification No.

_____

_____

_____

(c)This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

(f)Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g)Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of Clause)

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I-111 52.223-11 OZONE-DEPLETING SUBSTANCES (FEB 2026) FEB/2026

(a) Definition. As used in this clause

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

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

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

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

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

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

(End of clause)

I-112 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998) FEB/1998

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

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

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

(End of Clause)

I-113 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Nov 2020) NOV/2020

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

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

(End of Clause)

I-114 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

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

(End of clause)

I-115 252.225-7013 DUTY-FREE ENTRY (AUG 2025) AUG/2025

Definitions. As used in this clause

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means

(1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2)Free Trade Agreement country end product,other than aend product,aMoroccan end product,aPanamanian end product,or aPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either basic or alternate II) clause of this contract; or

(3)Free Trade Agreement country end productother than aend product, Korean end product,Moroccan end product, Panamanian end product,orPeruvian end product,as defined in the Buy AmericanFree Trade AgreementsBalance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies

(1) For which no duty is included in the contract price in accordance with paragraph

(b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall

(1) Consign the shipments to the appropriate

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Defense Contract Management Agency (DCMA) St. Louis, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify DCMA St. Louis, Duty Free Entry Team, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to DCMA St. Louis, Duty Free Entry Team, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f)Preparation of customs forms.

(1)(i) Except for shipments consigned to a military installation, the Contractor shall

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA St. Louis, Duty Free Entry Team for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

I-116 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this clause
Covered foreign country means any of the following:
(1) The Peoples Republic of China.
(2) The Russian Federation.
(3) The Islamic Republic of Iran.

(4) The Democratic Peoples Republic of Korea.
(b) Prohibition. In accordance with section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 and section 817 of the NDAA for FY 2023, the Contractor shall not
(1) Provide or use an unmanned aircraft system (UAS), or any related services or equipment, that
(i) Is manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in a covered foreign country, or by an entity domiciled in a covered foreign country;
(iii) Uses a ground control system or operating software developed in a covered foreign country, or by an entity domiciled in a covered foreign country; or
(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, a covered foreign country;
(2) Provide or use a system for the detection or identification of a UAS, or any related services or equipment, that is manufactured in a covered foreign country or by an entity domiciled in a covered foreign country; or
(3) On or after October 1, 2024, be an entity that operates equipment, as determined by the Secretary of Defense, from
(i) Da-Jiang Innovations, or any subsidiary or affiliate of Da-Jiang Innovations;
(ii) Any entity that produces or provides unmanned aircraft systems and is included on the Consolidated Screening List maintained by the International Trade Administration of the Department of Commerce (https://www.trade.gov/consolidated-screening-list); or
(iii) Any entity that produces or provides unmanned aircraft systems and
(A) Is domiciled in a covered foreign country; or
(B) Is subject to unmitigated foreign ownership, control, or influence by a covered foreign country, as determined by the Secretary of Defense in accordance with the National Industrial Security Program.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(End of clause)

I-117	252.227-7989	RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION?OTHER THAN COMMERCIAL PRODUCTS ORCOMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) Definitions. As used in this clause
"Commercial computer software" means software developed or regularly used for nongovernmental purposes which
(1) Has been sold, leased, or licensed to the public;
(2) Has been offered for sale, lease, or license to the public;
(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.
"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a

program or effort, provided that the contractor
(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
"Developed" means
(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;
(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.
"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.
(1) Private expense determinations should be made at the lowest practicable level.
(2) Under fixed-price contracts, when total costs are greater than the firm-fixed or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.
"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.
"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.
"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.
"Government purpose rights" means the rights to
(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and
(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or

disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to

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

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

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

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

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

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

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

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

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

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

(4) Modify computer software provided that the Government may

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

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

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

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

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

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

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this

paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and
(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.
"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.
"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.
"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
(b) Applicability. (1) Except as provided in paragraph (b)(2) of this clause
(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;
(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and
(iii) The clause at DFARS 252.227-7990, Technical DataCommercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.
(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.
(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:
(1) Unlimited rights. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are
(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;
(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
(iv) Form, fit, and function data;
(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
(vi) Government-furnished corrections or changes to
(A) Technical data furnished to the Contractor by the Government; or
(B) Computer software or computer software documentation;
(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party
(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with
(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or
(x) Computer software developed exclusively with Government funds;
(xi) Computer software documentation the contractor must deliver under this contract; or
(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with
(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.
(2) Government purpose rights. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software
(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or
(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.
(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless
(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or
(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.
(3) Limited rights. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data
(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or
(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for

transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.
(iv) The Contractor acknowledges that
(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;
(B) The Government will notify the contractor of such release or disclosure;
(C) The Contractor or the party asserting restrictions in the limited rights legend may
(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or
(2) Waive in writing the requirement for a nondisclosure agreement; and
(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.
(4) Restricted rights. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.
(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.
(iii) The Contractor acknowledges that
(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;
(B) The Government will notify the Contractor of such release or disclosure;
(C) The Contractor or the party asserting restrictions in the restricted rights legend may
(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or
(2) Waive in writing the requirement for a nondisclosure agreement; and
(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.
(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.
(6) Prior government rights. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless
(i) The parties have agreed otherwise; or
(ii) The restrictions on the Government's rights to use, modify, reproduce,

release, perform, display, or disclose the data or software have expired or no longer apply.

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

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

(e) Third party copyrighted data and software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

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

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

Technical data or computer software to be delivered with restrictions
_____

Basis for assertion _____

Asserted rights category _____

Name of person asserting restrictions _____

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions

to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Omitted markings. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) Government purpose rights markings. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS
Contract Number
Contractor Name
Contractor Address
Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical

data or portions thereof marked with this legend must also reproduce the markings.
(End of legend)
(4) Limited rights markings. Data delivered or otherwise furnished to the
Government with limited rights shall be marked as follows:
LIMITED RIGHTS
Contract Number
Contractor Name
Contractor Address
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
these technical data are restricted by the limited rights license in the DFARS 252.227-
7989, Rights in Technical Data, Computer Software, and Computer Software
DocumentationOther Than Commercial Products and Commercial Services, clause
contained in the above identified contract. Any reproduction of technical data or
portions thereof marked with this legend must also reproduce the markings. Any
person, other than the Government, who has been provided access to such data must
promptly notify the above named Contractor.
(End of legend)
(5) Restricted rights markings. Software delivered or otherwise furnished to the
Government with restricted rights shall be marked as follows:
RESTRICTED RIGHTS
Contract Number
Contractor Name
Contractor Address
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
this software are restricted by the restricted rights license in the DFARS 252.227-7014,
Rights in Other Than Commercial Computer Software and Other Than Commercial
Computer Software Documentation, clause contained in the above identified contract.
Any reproduction of computer software or portions thereof marked with this legend
must also reproduce the markings. Any person, other than the Government, who has
been provided access to such software must promptly notify the above named
Contractor.
(End of legend)
(6) Special license rights markings. (i) Technical data or computer software in
which the Government's rights stem from a specifically negotiated license shall be
marked as follows:
SPECIAL LICENSE RIGHTS
The Government's rights to use, modify, reproduce, release, perform, display, or disclose
these data or software are restricted by Contract Number [Insert contract number], License Number [Insert license identifier]. Any
reproduction of technical data, computer
software, or portions thereof marked with this legend must also reproduce the
markings.
(End of legend)
(ii) For purposes of this clause, special licenses do not include government
purpose license rights acquired under a prior contract (see paragraph (c)(5) of this
clause).
(7) Preexisting data or software markings. If the terms of a prior contract or
license permitted the Contractor to restrict the Government's rights to use, modify,
reproduce, release, perform, display, or disclose technical data or computer software
deliverable under this contract, and those restrictions are still applicable, the
Contractor may mark such data or software with the appropriate restrictive legend for
which the data or software qualified under the prior contract or license. The Contractor
shall follow the marking procedures in paragraph (g)(1) of this clause.
(h) Contractor procedures and records. Throughout performance of this contract,
the Contractor and its subcontractors or suppliers that will deliver technical data or
computer software with other than unlimited rights, shall
(1) Have, maintain, and follow written procedures sufficient to assure that
restrictive markings are used only when authorized by the terms of this clause; and
(2) Maintain records sufficient to justify the validity of any restrictive markings
on technical data or computer software delivered under this contract.
(i) Removal of unjustified and nonconforming markings(1) Unjustified technical
data markings. The rights and obligations of the parties regarding the validation of
restrictive markings on technical data or computer software delivered or to be delivered
under this contract are contained in the DFARS 252.227-7997, Validation of Asserted
Restrictions, clause of this contract. Notwithstanding any provision of this contract
concerning inspection and acceptance, the Government may ignore or, at the

Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

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

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

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

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

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, to SBIR/STTR data.

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

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

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

(End of clause)

I-118 252.227-7990 TECHNICAL DATA-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
"Commercial product and commercial service" includes commercial components and commercial processes but does not include commercial computer software.
"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor
(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
"Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.
(b) Applicability. This clause governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense. If the commercial product or commercial service was developed in any part at Government expense
(1) The clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are generated during any portion of performance that is covered under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer (STTR) Program; and
(2) The clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed in any part at Government expense and is not covered under the SBIR or STTR program.
(c) License. (1) The Government shall have the unrestricted right to use, modify, reproduce, release, perform, display, or disclose technical data, and to permit others to do so, that
(i) Have been provided to the Government or others without restrictions on use, modification, reproduction, release, or further disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
(ii) Are form, fit, and function data;
(iii) Are a correction or change to technical data furnished to the Contractor by the Government;
(iv) Are necessary for operation, maintenance, installation, or training (other than detailed manufacturing or process data); or
(v) Have been provided to the Government under a prior contract or licensing agreement through which the Government has acquired the rights to use, modify, reproduce, release, perform, display, or disclose the data without restrictions.
(2) Except as provided in paragraph (c)(1) of this clause, the Government may use, modify, reproduce, release, perform, display, or disclose technical data within the Government only. The Government will not
(i) Use the technical data to manufacture additional quantities of the commercial products; or
(ii) Release, perform, display, disclose, or authorize use of the technical data outside the Government without the Contractor's written permission unless a release, disclosure, or permitted use is necessary for emergency repair or overhaul of the commercial products furnished under this contract, or for performance of work by covered Government support contractors.
(3) The Contractor acknowledges that
(i) The Government is authorized to release or disclose technical data covered by paragraph (c)(2) of this clause to covered Government support contractors;
(ii) The Government will notify the Contractor of such release or disclosure;
(iii) The Contractor or the party asserting restrictions in a restrictive legend may
(A) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the data; or
(B) Waive in writing the requirement for a nondisclosure agreement; and
(iv) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the data as

set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.
(d) Additional license rights. The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data. However, if the Government desires to obtain additional rights in technical data, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting special license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.
(e) Release from liability. The Contractor agrees that the Government, and other persons to whom the Government may have released or disclosed technical data delivered or otherwise furnished under this contract, shall have no liability for any release or disclosure of technical data that are not marked to indicate that such data are licensed data subject to use, modification, reproduction, release, performance, display, or disclosure restrictions.
(f) Subcontractors or suppliers. (1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and 15 U.S.C. 638(j)(1)(B)(iii) and (v).
(2) Whenever any technical data related to commercial products or commercial services developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial products or commercial services, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense, and the Contractor shall use the following clauses to govern the technical data related to any portion of a commercial product or commercial service that was developed in any part at Government expense:
(i) Use the clause at DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, to govern any technical data that are not generated during any portion of performance that is covered under the SBIR or STTR program.
(ii) Use the clause at 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data that are generated during any portion of performance that is covered under the SBIR or STTR program.

(End of clause)

I-119 252.227-7991 RIGHTS IN BID OR PROPOSAL INFORMATION ((DEVIATION 2026-O0036) (FEB 2026) FEB/2026

(a) Definitions. As used in this clause
"Computer software" is defined in

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

(2) If this is a contract awarded under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.
"Technical data" is defined in

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

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

(b) Government rights before contract award. By submission of its offer, the Offeror agrees that the Government

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, will use information contained in the bid or proposal only for evaluation purposes and will not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights after contract award. The Contractor agrees

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government has the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government

will not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software the Contractor must deliver under this contract are determined by the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services; ; or DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program, clause of this contract.

(d) Government-furnished information. The Government's rights with respect to Government-furnished technical data or computer software contained in the Contractor's bid or proposal are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

I-120	252.227-7994	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) Definitions. As used in this clause
(1) For contracts in which the Government will furnish the Contractor with technical data, the terms "covered Government support contractor," "limited rights," "restricted rights", and "Government purpose rights" are defined in the clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services.
(2) For Small Business Innovation Research (SBIR) Program and Small Business Technology Transfer (STTR) Program contracts, the terms "covered Government support contractor," "government purpose rights," "limited rights," "restricted rights," and "SBIR/STTR data rights" are defined in the clause at 252.227-7993, Rights in Other Than Commercial Technical Data and Computer SoftwareSmall Business Innovation Research Program and Small Business Technology Transfer Program.
(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.
(1) GFI marked with limited rights, restricted rights, or SBIR/STTR data rights legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR/STTR technical data or computer software received with SBIR/STTR data rights legends (during the SBIR/STTR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.
(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.
(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).
(3) GFI marked with specially negotiated license rights legends. (i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the nondisclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the nondisclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.
(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.
(4) GFI technical data marked with commercial restrictive legends. (i) The Contractor shall use, modify, reproduce, perform, or display technical data that are or are related to a commercial product or commercial service and are received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the

express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial products or commercial services, or release or disclose such data to any unauthorized person.
(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause.
(5) Covered Government support contractors. If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that
(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;
(ii) The Contractor shall take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;
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(iii) The Contractor shall ensure that the party whose name appears in the legend is notified of the access or use within 30 days of the Contractor's access or use of such data or software;
(iv) The Contractor shall enter into a nondisclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such nondisclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and
(v) That a breach of these obligations or restrictions may subject the Contractor to
(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.
(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees
(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and
(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third-party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.
(d) The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

(End of clause)

I-121	252.227-7995	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

In addition to technical data or computer software the Contractor must deliver elsewhere in this contract, the Government may, at any time during the performance of this contract or within a period of three years after acceptance of all items (other than technical data or computer software) the Contractor must deliver under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any of its subcontracts. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The Contractor's obligation to deliver technical data related to an item from a subcontractor expires three years after the Contractor accepts the final delivery of that item from that subcontractor. The Government's rights to use the data or computer software shall be pursuant to the clause at 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products or Commercial Services, of this contract.

(End of clause)

I-122	252.227-7996	TECHNICAL DATA-WITHHOLDING OF PAYMENT (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026

(a) If technical data the Contractor must deliver under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7989(f)(2) or 252.227-7993(f)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

I-123 252.227-7997 VALIDATION OF ASSERTED RESTRICTIONS (DEVIATION 2026-O0036) FEB/2026
(FEB 2026)

(a) Definitions. The terms used in this clause are defined in the 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software DocumentationOther Than Commercial Products and Commercial Services, clause of this contract.
(b) Technical data related to commercial products or commercial servicespresumption regarding development exclusively at private expense. For technical data related to commercial products or commercial services, the Contracting Officer will presume that the Contractor's or a subcontractor's asserted use or release restrictions with respect to a commercial product or commercial service are justified on the basis that the item was developed exclusively at private expense. The Contracting Officer will not issue a challenge unless there are reasonable grounds to question the validity of the assertion that the commercial item was developed exclusively at private expense.
(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its asserted restrictions on the rights of the Government and others to use, duplicate, release, or disclose technical data or computer software delivered, required to be delivered, or otherwise provided to the Government under the contract or subcontract. Except as provided in paragraph (b) of this clause, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such asserted restrictions in response to a challenge under paragraph (e) of this clause.
(d) Prechallenge request for information related to asserted restrictions on technical data. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any asserted restriction on the right of the United States or others to use, disclose, or release technical data. If, upon review of the explanation submitted, the Contracting Officer cannot determine the basis of the asserted restriction, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any asserted restriction on technical data delivered, to be delivered, or otherwise provided to the Government under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.
(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information related to the validity of an asserted restriction, determines that reasonable grounds exist to question the current validity of the asserted restriction and that continued adherence to the asserted restriction would make impracticable the subsequent competitive acquisition of the item or process to which the technical data relates, the Contracting Officer will follow the procedures in paragraph (f) of this clause.
(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the asserted restriction would make impracticable the subsequent competitive acquisition of the item or process to which the technical data relates, the Contracting Officer may challenge the validity of the asserted restriction as described in paragraph (f) of this clause.
(e) Prechallenge request for information related to assertion restrictions on computer software. (1) The Contracting Officer may request the Contractor to provide sufficient information to enable the Contracting Officer to evaluate the Contractor's asserted restrictions. Such information shall be based upon the records required by this clause or other information reasonably available to the Contractor.
(2) Based upon the information provided, if the
(i) Contractor agrees that an asserted restriction is not valid, the Contracting Officer may
(A) Strike or correct the unjustified marking at the Contractor's expense; or
(B) Return the computer software to the Contractor for correction at the Contractor's expense. If the Contractor fails to correct or strike the unjustified marking and return the corrected software to the Contracting Officer within 60 days following receipt of the software, the Contracting Officer may correct or strike the marking at the Contractor's expense;
(ii) Contracting Officer concludes that the asserted restriction is appropriate for this contract, the Contracting Officer shall so notify the Contractor in writing.
(3) The Contractor's failure to provide a timely response to a Contracting Officer's request for information or failure to provide sufficient information to enable the Contracting Officer to evaluate an asserted restriction shall constitute reasonable grounds for questioning the validity of an asserted restriction.
(f) Challenge. (1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the asserted restriction is warranted, the Contracting Officer will send a written challenge notice to the Contractor or subcontractor making the asserted restriction. The challenge notice and all related correspondence shall be subject to handling procedures for classified information and controlled unclassified information. Such challenge will
(i) State the specific grounds for challenging the asserted restriction including, for technical data related to commercial products or commercial services, sufficient information to reasonably demonstrate that the commercial product or commercial service was not developed exclusively at private expense;
(ii) Require a response within 60 days justifying the assertion based upon records kept in accordance with paragraph (c) of this clause and providing sufficient evidence as to the current validity of the asserted restriction;
(iii) State that a Contracting Officer's final decision, issued pursuant to paragraph (h) of this clause, or action of a court of competent jurisdiction or Board of Contract Appeals that sustained the validity of an identical assertion made by the Contractor (or a

licensee) sustaining the validity of a prior asserted restriction identical to the current asserted restriction, within the 3-year period preceding the current challenge, shall serve as justification for the current asserted restriction if the prior validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (g) of this clause.

(2) The Contracting Officer will extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the 41 U.S.C. 7101, Contract Disputes, and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount. Page 89 of 104

(4) A Contractor or subcontractor receiving challenges to the same asserted restrictions from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, will formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule will afford the Contractor or subcontractor a reasonable opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(5) The Contracting Officer may request additional supporting documentation if, in the Contracting Officer's opinion, the Contractor's explanation does not provide sufficient evidence to justify the validity of the asserted restrictions. The Contractor agrees to promptly respond to the Contracting Officer's request for additional supporting documentation.

(6) Notwithstanding challenge by the Contracting Officer, the parties may agree on the disposition of an asserted restriction at any time prior to a Contracting Officer's final decision or, if the Contractor has appealed that decision, filed suit, or provided notice of an intent to file suit, at any time prior to a decision by a court of competent jurisdiction or Board of Contract Appeals.

(g) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice or a request for additional information (under paragraphs (f)(1) and (f)(5) of this clause), the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. In order to sustain the challenge for commercial products or commercial services, the Contracting Officer will provide information demonstrating that the commercial product or commercial service was not developed exclusively at private expense. This final decision will be issued as soon as possible after the expiration of the time period of paragraph (f)(1)(ii) or (f)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (h)(2)(ii) through (iv) of this clause.

(h) Final decision when Contractor or subcontractor responds. (1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the asserted restriction, the Contracting Officer will issue a final decision to the Contractor or subcontractor that sustains the validity of the asserted restriction and that states that the Government will continue to be bound by the asserted restriction. The Contracting Officer will issue this final decision within 60 days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The Contracting Officer will provide notification of any longer period for issuance of a final decision within 60 days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the asserted restriction is not justified, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. To Page 90 of 104

sustain the challenge for technical data related to commercial products or commercial services, the Contracting Officer will provide information demonstrating that the commercial product or commercial service was not developed exclusively at private expense. Notwithstanding paragraph (e) of the Disputes clause, the final decision will be issued within 60 days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within 60 days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the asserted restriction for a period of 90 days from the issuance of the Contracting Officer's final decision under paragraph (h)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Court of Federal Claims, it will provide a notice of intent to file suit to the Contracting Officer within 90 days from the issuance of the Contracting Officer's final decision under paragraph (h)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal to an agency Board of Contract Appeals, file suit in an appropriate court, or provide a notice of intent to file suit in an appropriate court to the Contracting Officer within the 90-day period, the Government may cancel or ignore the restrictive markings that are based on the asserted restrictions, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the asserted restriction where a notice of intent to file suit in the United States Court of Federal Claims is provided to the Contracting Officer within 90 days from the issuance of the final decision under paragraph (h)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive marking that is based on the asserted restriction, if the Contractor or subcontractor fails to file its suit within 1 year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Court of Federal Claims, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data or computer software. The Government agrees not to release or disclose such technical data or computer software unless, prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at Defense Federal Acquisition Regulation Supplement (DFARS) 227.7103-7, or is a Government contractor

receiving access to the technical data or computer software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its asserted restrictions are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the asserted restrictions where an appeal or suit is filed pursuant to the Contract Disputes statute until final disposition by an agency Board of Contract Appeals or the United States Court of Federal Claims. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Court of Federal Claims, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data or computer software. The Government agrees not to release or disclose such technical data or computer software unless, prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at Defense Federal Acquisition Regulation Supplement (DFARS) 227.7103-7, or is a Government contractor receiving access to the technical data or computer software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its asserted restrictions are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(i) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained

(i) The restrictive marking that is based on the asserted restriction on the technical data or computer software shall be cancelled, corrected or ignored; and

(ii) If the asserted restriction is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the asserted restriction and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the asserted restriction, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained

(i) The Government will continue to be bound by the restrictive marking; and

(ii) The Government will be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(j) Duration of right to challenge. (1) The Government may review the validity of any restriction on technical data or computer software, delivered or that the Contractor must deliver under a contract, asserted by the Contractor or subcontractor. During the period within 6 years of final payment on a contract or within 6 years of delivery of the technical data or computer software to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure, or use of technical data or computer software at any time if such technical data or computer software

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(i) Are publicly available;

(ii) Have been furnished to the United States without restriction;

(iii) Have been otherwise made available without restriction; or

(iv) Are the subject of a fraudulently asserted use or release restriction.

(2) Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking or actions of an agency Board of Contract Appeals or a court of competent jurisdiction that sustain the validity of an asserted restriction constitute "validation" as addressed in 10 U.S.C. 3785(c).

(k) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(l) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictions. However, this clause neither creates nor implies privity of contract between the Government and subcontractor.

(m) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial products or commercial services, with its subcontractors or suppliers at any tier requiring the delivery of technical data or computer software. The clause may not be altered other than to identify the appropriate parties.

(End of clause)

I-124 252.232-7004 DOD PROGRESS PAYMENT RATES (MAR 2020) (DEVIATION 2020-O0010) MAY/2023

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 95 percent.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	PRICING WORKBOOK		007	EMAIL
Attachment 0002	PAST PERFORMANCE MATRIX		001	EMAIL
Attachment 0003	PAST PERFORMANCE QUESTIONNAIRE		005	EMAIL
Attachment 0004	SPECIAL PACKAGING INSTRUCTIONS AK15463725		002	EMAIL
Attachment 0005	FIRST ARTICLE WAIVER WORKSHEET		003	EMAIL
Attachment 0006	USE OF EXISTING GOVERNMENT-FURNISHED PROPERTY		001	EMAIL
Attachment 0007	MIL-PRF-32233D		030	EMAIL
Attachment 0008	ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION		002	EMAIL
Attachment 0009	TACOM OPSEC PLAN		020	EMAIL

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

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-2	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	252.204-7007	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)	OCT/2025

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

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

___ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.2048(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-5 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic

purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2026

(a) Definitions. As used in this provision

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

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

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

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the

offeror has provided the requested information with regard to each occurrence.

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

(End of provision)

K-7 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION FEB/2026

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

(End of provision)

K-8 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

[ ] (2) Outside the United States.

(End of provision)

K-9 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

K-10 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION JUN/2020

(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.

"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 would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet 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 shall 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 Internal Revenue Service (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)

K-11 252.204-7017 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)

K-12	252.239-7098	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES--REPRESENTATION (DEVIATION 2021-O0003)	APR/2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

	Regulatory Cite	Title	Date
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (FEB2026)	FEB/2026
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2026)	FEB/2026
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-7	252.215-7008	ONLY ONE OFFER (DEC 2022)	DEC/2022
L-8	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-9	252.215-7016	NOTIFICATION TO OFFERORS--POSTAWARD DEBRIEFINGS (DEC 2022)	DEC/2022
L-10	252.270-7000	Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Representation (Nov 2024)	NOV/2024
L-11	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-12	52.216-1	TYPE OF CONTRACT (FEB 2026)	FEB/2026

The Government contemplates award of a _5-Year Firm-Fixed-Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ)_ contract resulting from this solicitation.

(End of Provision)

L-13	52.233-2	SERVICE OF PROTEST (FEB2026)	FEB/2026

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

TACOM LCMC, ATTN: CCTA (Army Contracting Command Detroit Arsenal - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Detroit Arsenal, MI 48397-5000)

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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

(End of provision)

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

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

(End of clause)

SPECIAL NOTICE FOR SB SET-ASIDE:

This RFP is a total small business set-aside. Offerors are strongly encouraged to ensure that the offeror is a small business based on the size standard for the NAICS Code assigned to this RFP. Reference 13 CFR Part 121, and the clauses and relevant FAR references contained within this solicitation. Ensure that your firm fits the definition including but not limited to any affiliations (domestic or foreign). The Small Business Administration determines whether an entity qualifies as a small business concern by counting its receipts, employees, or other measures including those of all its domestic and foreign affiliates, regardless of whether the affiliates are organized for profit. 13 CFR 121.103(a)(6). SBA has a specific set of rules that explain when another person, business or entity is considered an affiliate for size standard purposes. SBA's rules on affiliation for its programs (except SBIR and STTR) are found at 13 CFR 121.103.

L.1 General Proposal Information

Offerors are cautioned to consult the Contracting Officer IN WRITING before submitting an offer that proposes any deviations or exceptions to any of the requirements, terms, and conditions of the solicitation because it may be cause for rejection of the proposal (Reference Section M.2).

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

L.1.2 Minimum Acceptance Period
ACCEPTANCE PERIOD means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

L.1.2.1 The Government specified minimum acceptance period of 240 calendar days.

L.1.2.2 The offeror shall clearly state in its proposal Administrative Volume the acceptance period. Offerors may specify a longer

acceptance period than the Government's minimum acceptance period stated above.

L.1.2.3 An offer allowing less than the Government's minimum acceptance period, or fails to provide a proposal acceptance period, may be rejected. Please note that if the proposal's signed SF33 has a blank Box 12 (which defaults to a 60-day proposal acceptance period) and DOES NOT contain elsewhere in the Administrative Volume a clearly written statement of the proposal's acceptance period that meets the requirements of L.1.2 may be grounds to reject the proposal.

L.2 Proposal Content, Format and Submission Instructions

L.2.1 Proposal Content

L.2.1.1 All proposals shall be in English (American Standard) and shall be in U.S. dollars. Proposals not in English (American Standard) or in U.S. dollars may be rejected. The proposal shall include all information specified and shall address all requirements outlined in Section L. The offeror's proposal shall be submitted in separate volumes set forth below. The offeror's proposal shall consist of the following volumes:

Volume Number	Title	Quantity
Volume 1	Past Performance Factor	3*
Volume 2	Price Factor	Unlimited
Volume 3	Administrative	Unlimited

*See L.4.1.3.2 for the page limits.

L.2.1.2 Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. When applicable, the title page, table of contents, and list of tables and figures are excluded from any page count limit established for a proposal volume. A list of acronyms and definitions is optional and is excluded from the page count. Each page of the proposal shall be numbered, and it is recommended each paragraph of the proposal have a reference number. A list of all attachments and substantiating data shall be provided in the table of contents. The table of contents shall include the following information for each Factor, attachment, and for all substantiating data listed:

a. Cross-reference to related Section L paragraph number
b. Page number
c. File name

L.2.2 Proposal Format

The proposal shall be submitted in electronic format, as outlined in these instructions.

L.2.2.1 Electronic Files. Each proposal file shall be labeled so it is easily identifiable for evaluation purposes. The proposal electronic files names should not exceed 50 characters in length and does not contain any periods (not including the file extension).

L.2.2.2 Acceptable File Formats. All electronic information provided in response to the solicitation must be provided in Microsoft (MS) Office Suite 2016 compatible or Adobe Acrobat Reader 11 compatible format or except as noted in instructions for individual volumes. For files in PDF format, scanners should be set to 200 dots per inch. The proposal shall not contain citations for, or active links to live Internet sites or pages. All information shall be contained within the electronic proposal. Any linked or referenced information that is not contained in the proposal will not be accepted. Do not embed files of any type within the proposal.

L.2.2.3 Unless otherwise specified, it is recommended that the proposal be formatted for 8.5 inch x 11 inch paper with a minimum font size of 10 pt. and with a minimum of 0.5 inch margins. Schedules, drawings and other documents more appropriate to larger size should be formatted for no larger than 8.5 inch x 14 inch dimensions. All text should be visible, and proposals that include concealed or hidden text may be cause for rejection of the proposal.

L.2.2.4 Provide spreadsheets that include all formulas, function, macros, computations, or equations used to compute the proposed amounts. For each workbook, all Rows, Columns, Cells, and Worksheets are to be visible. Do not include zero height and zero width rows and columns in Worksheets. Do not format Worksheet cells with the font color equal to the fill color. If Workbooks or Worksheets are password protected, then the passwords must be provided. Do not submit print image files or pictures or files containing only values. Failure to provide fully functional Excel spreadsheets in the proposal may result in the proposal being rejected (reference Section M.2.1).

L.2.2.5 The offeror shall make every effort to ensure that the proposal is virus-free, such as running an anti-virus scan, prior to proposal submission. Proposals (or portions thereof) submitted which indicate the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described in FAR 15.108(c).

L.2.3 UNCLASSIFIED Proposal Submission Instructions

Proposals shall be submitted in accordance with the instructions below. It is not anticipated that any requested proposal information will be CLASSIFIED. The instructions below are for UNCLASSIFIED proposals only.

L.2.3.1 The proposal shall be electronically submitted via e-mail to the Contract Specialist and cc the Contracting Officer at the following e-mail addresses with the subject header: Proposal Submission W912CH-25-R-0175 (company name):

Contract Specialist: Lyndsey Pena, email: lyndsey.m.pena.civ@army.mil

Contracting Officer: Katharine McFarland, email: katherine.e.macfarland.civ@army.mil

L.2.3.2 Maximum size of each e-mail shall be 10 megabytes. The offeror may use multiple e-mail messages for each submission; however, it should annotate the subject lines as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, 3 of 3.

L.2.3.3 There is no "expected" or "target" length of time for proposal submission via email; size and content may be factors; therefore, offerors are strongly cautioned when submitting proposals to allow adequate time for submission (reference L.2.4).

L.2.3.4 No alternate method of proposal submission is authorized by this solicitation. Failure to submit the proposal in accordance with these instructions will result in the proposal not being accepted or evaluated. Unauthorized submission methods include, but is not limited to, the following examples: Fax, Mail/Hand-carried (whether hardcopy or DVD/CD-ROM), or other electronic submission methods.

L.2.4 Submission Due Date

The offeror must ensure its proposal, in its entirety, reaches the required destination before the Offeror Due Date and Time established in this solicitation. The lateness rules for submitted proposals are outlined in "Instructions to Offeror(s) Competitive Acquisitions (FAR 52.215-1) and are incorporated into this solicitation.

L.2.5 Single Proposal Submission

Offerors are limited to submitting one proposal with one approach to meeting the requirements of this solicitation. An offeror is defined as an entity competing independently that does not share a common parent with any other offeror or does not have a parent/subsidiary relationship with any other offeror or is not affiliated with any other offeror. For the purposes of Section L.2.5 (Single Proposal Submission), the Government will consider affiliation to exist if associated business concerns or individuals, directly or indirectly, either controls the other or can control the other (control can exist through common ownership, common management, or a contractual relationship such as a joint venture, where members have the power to control performance of the contract); or a third party controls or can control both.

L.2.6 Organizational Conflict of Interest

L.2.6.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this Request for Proposal (RFP). Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.2.6.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(s) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.3 All or None

Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected or ineligible for award. Proposals that contain alternative terms and conditions may be considered as taking exception to the requirements of the solicitation (reference Section M.2).

L.4 Evaluation Factors

Offeror proposals shall address the following Factors and Volume:

Volume 1 Past Performance Factor (L.4.1)
Volume 2 Price Factor (L.4.2)
Volume 3 Administrative Volume (L.5)

L.4.1 Volume 1 Past Performance Factor

L.4.1 Past Performance

For the Past Performance Factor, provide information for a total of up to two submissions for each criteria consideration (See L.4.1.2) that was performed by the offeror as the prime contractor (unless otherwise allowed by L.4.1.4), that are Recent and the offeror considers to have Relevance. The prime contractor is the party that executes an agreement with another party to perform work and does not have to be a U.S. Government contract holder. These may include foreign, federal, state, local and private industry contracts. The Government will not consider the past performance of proposed subcontractors.

The burden of providing thorough and complete past performance information remains with the offeror. It is the offeror's responsibility to submit detailed and complete information so the Government may evaluate its Past Performance volume. The Government does not assume the duty to search for data to cure problems it finds in proposals. While the Government may elect to consider data obtained from internal and external sources other than the proposal, the burden to provide thorough and complete past performance information rests with the offeror. The below instructions are provided to advise offerors as to the information required by the Government to assess the contractor's Recent and Relevant past performance. Since this information constitutes a basis of the Government's review, it is imperative that the offeror present its past performance in a clear and complete manner. Failure to provide the information requested under paragraph L.4.1.3 and L.4.1.4 below may result in an assessment that the offeror does not possess a record of Recent and Relevant past performance.

For the purpose of this Factor, a Contract is defined as a written instrument that requires the performance of a distinct effort and demonstrates that the distinct effort was actually performed. Written instruments containing supplies or services that can be ordered but typically do not demonstrate actual performance, such as Indefinite Delivery Contracts (FAR 16.5), Basic Ordering Agreements (BOA), Blanket Purchase Agreements (BPA), and Federal Supply Schedules (FSS) do not meet the definition of a Contract. Written instruments considered to demonstrate actual performance may include a single task or delivery order, a single work directive, or a single definite quantity contract provided it demonstrates a distinct effort was actually performed. If a contract instrument (such as a task or delivery order, etc.) executed under a broad ordering instrument (such as an IDIQ, BOA, FSS, etc.) also functions as a broad ordering instrument which does not require or demonstrate that a distinct effort be performed, and requires other written instruments to execute performance, then this contract instrument would NOT meet the definition of a Contract. An offeror may submit, or the Government may require, written instruments that enhance the Government's understanding of the distinct effort actually performed if it is not identified on the Contract itself. It is incumbent upon the offeror to demonstrate that a distinct effort was actually performed.

For the purpose of this Factor, a submission is defined as the offeror's proposed historical contractual instrument identified in the Past Performance Matrix (Attachment 0002). It is incumbent upon the offeror to ensure each proposed submission meets the definition of a Contract (See definition above).

L.4.1.1 Recent Contracts are those performed within five years of the date of issuance of this RFP.

L.4.1.2 Relevant Contracts are those comparable in scope and magnitude of effort and complexity to the following criteria considerations:

1. Fabricated 210k gallon Collapsible Fabric Fuel Tanks to MIL-PRF-32233C or D, at a quantity of 70 units, delivered at a rate of 10 per month with continuous fabrication over six months; and

2. Fabricated one or more collapsible fabric fuel tanks (3k gallons or larger) at a quantity of 10 units; delivered at a rate of 10 per month with continuous fabrication over six months with simultaneous fabrication with the 210k gallon Collapsible Fabric Fuel Tanks.

L.4.1.3 Past Performance Factor Proposal Information. Refer to the definition of a contract above. The offeror's proposal shall substantiate what distinct effort was required and actually performed under each of the proposed submission(s) by providing the requested information below.

L.4.1.3.1 The offeror shall provide a completed Past Performance Matrix (Attachment 0002). The offeror's proposed Past Performance Matrix will serve as the basis of identifying the offeror's proposed submission(s) for each criteria consideration. If the offeror is not proposing any submissions as part of its proposal, it shall affirm this by signing the statement in its submitted Past Performance Matrix. Failure to provide a completed Past Performance Matrix may result in the proposal being rejected (reference Section M.2).

L.4.1.3.2 For each submission proposed in the Past Performance Matrix (Attachment 0002), provide the following information, which is recommended to be submitted as stand-alone attachments within the Past Performance Factor volume:

a. A narrative* that includes a description of the work performed by the offeror that describes the similarities between (1) the relevant work performed under the statement of work requirements of the offeror's proposed submission(s) and (2) the criteria consideration identified in L.4.1.2. In its narrative, the offeror shall specify the location in the cited submission's statement of work (to include paragraph and page number) that substantiates the relevant work performed.

*Page Limit: A three-page limit applies to this written narrative for each proposed submission. This page limit does not apply to any table of contents or cover page; any substantiating documents submitted in response to this Section L.4.1.3 or other requested documentation and written narratives in Section L.4.1.4 below. Offerors are cautioned that the Government will not review any pages

beyond three pages for any proposed submission.

b. Provide a brief self-assessment of contract performance. The self-assessment must address performance to meet Technical and Schedule requirements.

c. A copy of the executed submission's cover sheet(s) and/or copies of other sections that identifies the entities/parties of the proposed submission and the execution date if not identified on the cover sheet.

d. Copies of the sections of the submission that substantiate the Delivery or Performance schedule, and the period of performance.

e. Copy of the complete Performance Work Statement or Scope of Work for each proposed submission. If the submission was issued under or in connection with a related written instrument (e.g. Indefinite Delivery Contracts, BOA, BPA, FSS) and the details of the distinct effort actually performed needed to establish relevancy on the proposed submission are further defined within the terms and conditions (e.g. statement of work) of that related written instrument, provide that information and any other information necessary to establish this instrument's relationship to the proposed submission. These documents can be submitted as stand-alone attachments within the proposal volume.

L.4.1.4 Associated Entity, Predecessor Company, and Joint Venture. As stated above (L.4.1), only contracts performed by the named offeror will be considered, however the Government may consider the past performance of an associated entity, a predecessor company, or joint venture as explained below.

L.4.1.4.1 Associated Entity. The Government may consider the past performance of an associated entity if the offeror successfully demonstrates the associated entity will perform significant and critical aspects of the contract if awarded.

a. An associated entity may include a parent company, separate corporate division within the same parent company, subsidiary company, a legally affiliated company, etc. The offeror shall provide a narrative that explains the offeror's relationship to the associated entity. The offeror shall support the narrative with legal documentation, including but not limited to corporate papers, establishing the legal nexus between the offeror and the associated entity.

b. The offeror shall provide to the Government a copy of a written agreement between the associated entity and the offeror describing what the associated entity will provide and/or be responsible for, and a written narrative that explains the significant and critical aspects the associated entity will provide to the proposed effort (i.e. the work to be performed by the associated entity). This may include a description of the associated entity's resources, such as its workforce, facilities, and/or other resources that will be provided or relied upon in the proposed effort.

L.4.1.4.2 Predecessor Company. The Government may consider the past performance of a predecessor company if the offeror demonstrates the experience of the predecessor company is reasonably predictive of the offeror's performance under the proposed effort.

a. A predecessor company may include a company which was acquired by the offeror or merged with the offeror. It may also include other instances where the predecessor company was reorganized, restructured, or otherwise altered. A predecessor company does not include an entity which remains separate and distinct from the offeror. The offeror shall provide a narrative that explains the offeror's relationship to the predecessor company. The offeror shall support the narrative with documentation evidencing the offeror's status as the successor company.

b. The offeror shall submit a narrative that explains why the predecessor's past performance is predictive of the offeror's performance under the proposed effort. Evidence may include, but is not limited to, continuity of operations such as the continued employment of the predecessor's employees and the transfer of assets including buildings, furnishings, and fixtures.

L.4.1.4.3 Individual Partners of a Joint Venture. If the offeror is a Joint Venture, the Government may consider past performance of each partner of the Joint Venture and any work performed by the Joint Venture itself previously. The offeror must successfully demonstrate that the Joint Venture partner will perform significant and critical aspects of the contract, if awarded.

a. The offeror shall submit a narrative that discloses the individual partners of the Joint Venture and shall provide documentation evidencing the Joint Venture.

b. The offeror shall submit a narrative that explains the significant and critical aspects the Joint Venture partner will perform for the proposed effort. This may include a description of the partner's resources, such as its workforce, facilities, and/or other resources that will be provided or relied upon in the proposed effort.

L.4.1.5 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 0003. For each contract submitted by the offeror, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Contracting and/or Contract Administration POC listed in the offeror's submitted Past Performance Matrix (Attachment 0002). The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Contract Specialist and Contracting Officer at L.2.3.1 as soon as possible and prior to the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) and with the subject heading for the email, "Past Performance Information for [Offeror name]."

L.4.2 Volume 2: Price Factor

In accordance with FAR 15.403-2(b)(1), certified cost or pricing data is not required for initial proposal submission. However, after initial proposal submission, if only one offer is received, the Government reserves the right to request certified cost or pricing data in accordance with DFARS 252.215-7992 (DEVIATION 2026-O0048). In the event certified cost or pricing data is required, the offeror may submit a written request for exception based on the applicable clauses contained herein.

For initial proposal submission, provide the information outlined below.

L.4.2.1 Provide all prices and costs in U.S. dollars only.

L.4.2.2 Attachment 0001 Pricing Workbook:
Submit your completed Attachment 0001 - Pricing Workbook with your proposal. Complete the attachment in accordance with the instructions included within the attachment. Propose Firm-Fixed-Prices for all CLINs included in the Attachment. Submit the attachment in Microsoft Excel format. Do not enter any proposed prices into Section B of the RFP.

L.4.2.2.1 Range Pricing:
For each CLIN with range pricing, propose a unit price for each range shown in Attachment 0001 Pricing Workbook. The offeror may enter the same unit price for all ranges if desired.

L.4.2.3 The Government reserves the right to request additional or more detailed cost or price information to support its evaluation.

L.4.2.4 Use of Existing Government-Furnished Property (if applicable):

L.4.2.4.1 If the offeror is proposing to utilize Government-Furnished Property (GFP) on a rent-free basis in performance of this contract, then the offeror must provide a list of GFP that includes the following for each item:
-Acquisition cost;
-Age;
-Type of GFP;
-The accountable contract under which the property is held;
-The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be
used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
-The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges;
-Evidence that it obtained authorization for its rent-free use from the contracting officer having cognizance of the property; and
-Any additional information required in accordance with Attachment 0006 - Use of Existing Government-Furnished Property.

L.4.2.4.2 The offeror is to obtain any rental equivalent amounts (or any other data required) from the cognizant contracting officer necessary to determine the GFP Price Adjustment calculated in accordance with Attachment 0006 - Use of Existing Government-Furnished Property.

L.4.2.4.3 The offeror shall identify the total GFP Price Adjustment (for all classifications of property) that it calculated in accordance with Attachment 0006 - Use of Existing Government-Furnished Property and provide all calculations showing how the total GFP Price Adjustment was
developed. If applicable, the offeror is to also identify the rationale for any allocations to each CLIN.

L.5 Volume 3 Administrative Volume

Administrative Volume. In addition to the proposal evaluation factor volumes above, provide the following information:

L.5.1 Signature Actions/Offeror Fill-Ins. Provide a scanned image of a signed copy of the SF33 cover page, a copy of all completed fill-ins for Sections A through K, and (if applicable) a signed copy of all Amendments to the solicitation. System for Award Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM.

L.5.1.1 Where certifications and approved systems are required for an offeror, if the proposal is submitted by a Joint Venture, certifications and approved systems for the principals (partners) of the joint venture will be considered as valid for that offeror providing the necessary documentation from all principals (partners) is provided with the proposal.

L.5.1.2 Joint Venture (JV): To be recognized as a JV and eligible for award, the membership arrangements of the JV must be identified and the company relationships fully disclosed in the offeror's proposal. A copy of the agreement establishing the JV must contain the signatures of all the members comprising the JV.

L.5.2 The offeror's proposal acceptance period in terms of calendar days from the date for receipt of offers specified in the RFP

(reference Section L.1.2). Pursuant to L.1.2.3 an offer allowing less than the Government's minimum acceptance period, or fails to provide a proposal acceptance period, may be rejected.

L.5.3 Statement of Acknowledgement. A statement specifying the extent of agreement with all terms, conditions, and provisions of the RFP, and a statement of agreement to furnish and deliver the items or perform services set forth in the RFP in consideration for offeror's proposed price(s) set opposite each item. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the Government to reject the proposal from further consideration in the source selection process (reference M.2.).

L.5.4 Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the proposal. The offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be determined to be a Deficiency or grounds for the Government to reject the proposal from further consideration in the source selection process (reference M.2.).

L.5.5 Organizational Conflict of Interest (OCI). The offeror shall provide an affirmative statement that the offeror does not have an OCI as it applies to this solicitation. (Reference L.2.6).

L.5.6 Performance Specification. Offerors shall provide a copy of the front page from the MIL-PRF-32233D Performance Specification, dated 07 March 2022, to demonstrate the possession of the most current version of the performance specification.

*** END OF NARRATIVE L0001 ***

L.6. SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS

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

L.7. HQ-AMC LEVEL PROTEST PROCEDURES

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

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

L.8. Army Contract Writing System (ACWS) Transition Information for Offerors

a. The Army Contracting Enterprise (ACE) is in the process of deploying new solicitation and contract writing software to Army contracting offices worldwide. Known as the Army Contract Writing System (ACWS), this modern software suite will soon replace most existing Army contract writing systems, including the system used to create and release this Solicitation.

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

1. The Contracting Office may use any combination of contract writing systems to create and release documents related to this solicitation (e.g. solicitation amendments and awards, if any). Due to this:
i. This solicitation may contain different offer submission instructions than other solicitations released by the same Contracting Office (e.g. requiring offer submission via the PIEE Solicitation Module vs. e-mail). Offerors should review all offer submission instructions contained in the solicitation documents and direct any questions or concerns to the Contract Specialist or Contracting Officer.
ii. If the Contracting Office switches contract writing systems prior to award, documents you receive from the Contracting Officer or view on SAM.gov or other forums may appear noticeably different than the initial solicitation or previous solicitations or awards from the same Contracting Office. This is normal and expected.
iii. A change between contract writing systems may cause important information concerning solicitation response (amendments) or accepted terms (awards) to take on different formatting or appear in different parts of later documents issued. Offerors shall review all documents carefully to locate this important information and direct any questions or concerns to the Contract Specialist or Contracting Officer.

2. The Government does not intend to use the transition between contract writing systems to effect any changes to solicitation or award terms and conditions without accompanying document narratives explicitly stating such changes are deliberate and desired. While the Contract Specialist and Contracting Officer will take care to minimize or eliminate any inadvertent changes when adapting to the new contract writing software, you, as the Offeror, may still be the first to spot such errors. Therefore, Offerors shall:
i. Notify the Contracting Officer immediately if any observed changes, removals, or additions affect your award eligibility, violate or alter existing quote/proposal terms, or could affect Contract performance post-award.
ii. Take special care to ensure all fill-in Clauses are populated and remain populated across documents received from the Contracting Office throughout the Solicitation and Award process.
iii. Contact the Contracting Officer listed on the first page of the solicitation or solicitation amendment for guidance if you notice or suspect any inadvertent change has occurred between document issuances.

3. The Contracting Officer will correct problems affecting award documents (if any) via bilateral modification, at no cost to the Contractor. Any such modification will reconcile the award with the latest version of this solicitation reflecting deliberate action by the Contracting Officer (e.g. the first issuance if no amendments, or the latest amendment with accompanying narratives), inclusive of any documented pre-award negotiations or accepted supplemental offer terms.

4. In the unlikely event a network disruption, contract writing system error, or financial system error threatens timely award of the requirement set forth in this solicitation, the Contracting Officer:
i. May elect to use alternative mechanisms to obligate funds and allow work or deliveries to legally begin to the benefit of, and with legal protection for, both parties.
ii. Will incorporate the latest version of this Solicitation into such mechanisms to serve as a framework for contract execution until any such system problems are resolved.
iii. Will ensure any action taken does not conflict with the stated offer evaluation and award methodology of this requirement.
iv. Will issue a complete, properly-formatted award accurately reflecting this requirement and all applicable terms and conditions once systems return to normal.

*** END OF NARRATIVE L0002 ***

SECTION M - EVALUATION FACTORS FOR AWARD

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

For FAR clauses: https://www.acquisition.gov/

For DFARS clauses: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

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

M.1 Basis of Award

M.1.1 This solicitation is a 100% small business set-aside. The Government intends to award a single, firm-fixed-price, five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract. An award will be made to the offeror whose proposal represents the best value to the Government in accordance with the criteria set forth below and is eligible for award.

M.1.1.1 There are two evaluation factors:

Factor 1: Past Performance Factor
Factor 2: Price Factor

The relative order of importance of these Factors are described in Section M.4 below.

M.1.1.2 Proposal selection will be made utilizing the source selection trade-off process, considering the evaluation Factors and their relative order of importance (reference Section M.4), to identify the proposal which represents the best value and is most advantageous to the Government. The Government will weigh the evaluation factors (other than the Price Factor) against the final evaluated price to the Government. As part of the best value determination, the relative strengths, weaknesses, and risks of each proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. The Government reserves the right to choose not to award a contract if such action is in the Government's best interest.

M.1.1.3 In making the award decision, the Government will review proposals to determine if any other price adjustments (beyond the GFP Price adjustment already included in the total evaluated price) are required in accordance with the FAR, DFARS, clauses, or provisions contained within this solicitation. If an additional price adjustment is determined to be applicable, then the Government will develop a final price for those offerors impacted by the adjustment(s) and base the final award decision on this final price. When FAR 52.219-4 is included in the RFP and a HUBZone price adjustment is applicable, then all other price adjustments described in the solicitation shall be applied before the application of the HUBZone price adjustment.

M.1.1.4 Importance of Price. Award will be made to the offeror whose proposal represents the best value to the Government and is otherwise eligible for award. This may not be the offeror with the lowest evaluated price. However, the closer offeror's evaluations are to each other in those Factors other than the Price Factor, the more important price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, price may be controlling when:

a. Proposals are otherwise considered approximately equal in non-price factors; or
b. An otherwise superior proposal is unaffordable; or
c. The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.1.2 Eligibility for Award. Award will only be made to an offeror who is eligible for award. To be eligible for award:

a. The offeror must be determined responsible (reference Section M.3.6)
b. The proposal must not contain a Deficiency(s); and
c. The offeror must be registered in the System for Award Management (SAM) - reference FAR 52.204-7, and
d. Must be a self-certified U.S. small business concern for the size standard of the North American Industry Classification System (NAICS) code identified in this solicitation.

M.2 Rejection of Offers

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

a. The proposal fails to meaningfully respond to the instructions in Section L of this solicitation (e.g. a proposal provides some data but omits significant material data and information required by Section L, the offeror fails to submit pricing workbook Attachment 0001 in accordance with the instructions, the offeror fails to submit the Past Performance Matrix (Attachment 0002), the proposal fails to follow key proposal instructions, or format requirements in Section L, etc.

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

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

d. The proposal contains one or more Organizational Conflicts of Interest (OCIs) that cannot be avoided or mitigated. Refer to Section L paragraph L.2.6 of this solicitation, "Organizational Conflict of Interest."

e. The proposal is unbalanced as to price. Reference Section M.4.2.

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

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

h. The proposal is not in English (American Standard) or in U.S. dollars.

i. The offeror is not a self-certified U.S. small business concern in SAM, to the size standard for the North American Industry Classification System (NAICS) code identified in this solicitation.

j. The offeror fails to submit a copy of the front page from MIL-PRF-32233D Performance Specification, in the Administrative Volume of the proposal, to demonstrate that it has the current MIL-PRF-32233D Performance Specification (See L.5.6).

k. The proposal contains concealed or hidden text.

M.3 Source Selection Process

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

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

M.3.3 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror for contract award.

M.3.4 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. All proposals not otherwise rejected will be given careful, full and impartial consideration by a team of Government personnel in the evaluation, pursuant to the criteria in this solicitation.

M.3.5 Award without Discussions. This RFP includes FAR 52.215-1 Instructions to Offerors Competitive Acquisition in Section L, which advises offerors that the Government intends to make award without conducting negotiations/discussions. Where awards will be made without negotiations/discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.202. Therefore, the offeror's initial proposal should contain the offerors best terms from a Price and non-Price Factor standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold negotiations/discussions, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

M.3.6 Determination of Responsibility. Per FAR Part 9.103, a contract will be placed only with the offeror that the Contracting Officer determines to be responsible. Prospective offerors, in order to be eligible for award for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR Part 9.104, or refer the matter to the SBA per FAR 19.204 when applicable. In addition, the Government may assess the offeror's financial and management capabilities to meet the solicitation requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offeror(s) or their subcontractors to aid the Contracting Officer in the evaluation of each offeror's proposal and ensure that a selected offeror is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR Part 9.104, the Government may:

a. Arrange a visit to your facility and perform a Pre-Award Survey. The offeror's refusal to authorize the Government to visit the offeror's facility may result in a determination that the offeror is not responsible.

And/or

b. Request an offeror provide financial, technical, production, or managerial background information. If the requested information is not submitted within seven calendar days from the date of the receipt of the request, or if an offeror refuses the Government access to its facility, the Government may determine the offeror non-responsible. If the Government visits the offeror's facility, please ensure that current data relevant to the proposal is available for Government personnel to review.

M.3.7 Consistency. Each volume of the offeror's proposal shall be consistent with the other proposal volumes and shall demonstrate the understanding and ability to perform according to the statement of work of the contract. The offeror should provide supporting documentation in sufficient detail to permit a complete evaluation of the proposal. The Government may conduct a crosswalk between the information provided in offerors proposal volumes to assess whether the offeror submits consistent proposal information.

M.3.8 Use of Artificial Intelligence (AI) tools in Proposal Evaluation

M.3.8.1. Use of AI tools in Support of Evaluations: The Government may employ AI as a tool to assist in the analysis and review of offeror proposals. AI tools may be used to support tasks such as summarizing proposal content, identifying compliance with request for solicitation requirements, and highlighting areas of potential strength, weakness, or risk.

M.3.8.2 Maintaining Inherently Governmental Functions: Notwithstanding the use of AI tools to support the evaluation process, all final evaluation judgements, including the assignment or assessment of adjectival ratings, best value determinations, and source selection decisions, will be made exclusively by duly appointed Government personnel. The Government retains sole responsibility for all inherently governmental functions and will not delegate those functions to any AI tool.

M.3.8.3 Offeror Confidentiality and Data Protection: The AI tools utilized by the Government will be employed in a manner consistent with applicable regulations that govern the protection of proprietary and source selection sensitive information. The AI tool will be an output-only system. Any generated report data is not saved. No proposal data will be transmitted to or processed by external, non-Government systems without appropriate safeguards and authorizations in place.

M.4 Evaluation Criteria

There are two evaluation factors:

Factor 1: Past Performance Factor
Factor 2: Price Factor

The relative order of importance of these two factors is as follows: The Past Performance Factor is significantly more important than the Price Factor.

M.4.1 Factor 1: Past Performance Factor

M.4.1.1 The Government will conduct a Performance Confidence Assessment to establish a Confidence Assessment Rating for each offeror. The Confidence Assessment Rating assigned will be based on the offeror's Recent and Relevant performance record and the expectation that the offeror will successfully perform the required effort based on the criteria consideration described in L.4.1.2. The past performance relevancy rating and performance confidence assessment methods are found in the DoD Source Selection Procedures date August 20, 2022.

M.4.1.2 Contracts submitted in the Past Performance Factor volume of the offeror's proposal will not be considered if the Government determines them to be not Recent, not Relevant, or lacking any credible past performance information. Offerors without a record of Recent and Relevant past performance information upon which to base a meaningful confidence assessment will be rated as "Neutral Confidence", which is neither favorable nor unfavorable.

M.4.1.2.1 The Government reserves the right to not consider a proposed submission in the evaluation if it determines that the submission does not meet the Definition of a Contract and/or contains multiple contractual instruments that meet the Definition of a Contract.

M.4.1.3 The offeror may also be evaluated on past contract performance information based on internal Government or private source information and the Government reserves the right to use any information received as part of its evaluation. The Government may contact any of the references the offeror provides and reserves the right to use any information received as part of its evaluation.

M.4.1.4 Past performance, which is identified in the offeror's Past Performance Factor volume but is not supported with the information requested in Section L, may be determined not Relevant. In addition, if any other proposal volume indicates the Government will not realize the benefit of the cited past performance during contract performance, then the cited past performance may be determined not Relevant.

M.4.1.5 In evaluating the offeror's past performance, the Government may compare the offeror's deliveries or performance to the

Contract's original delivery or performance schedule, unless the delay was Government-caused. Schedule extensions that were the fault of the offeror may negatively impact the Government's Performance Confidence Assessment, even if consideration was provided.

M.4.2 Factor 2: Price Factor

M.4.2.1 The Price Factor evaluation will result in a determination of the Total Evaluated Price. The Government will also evaluate the offeror's price proposal for price reasonableness and unbalanced pricing.

M.4.2.1.1 Total Evaluated Price:

The Total Evaluated Price equals the sum of the following:

(a) The total proposed price as calculated in the "Summary" Worksheet of Attachment 0001 - Pricing Workbook; and
(b) If applicable, any other price adjustments, for evaluation purposes only, that are required in accordance with the FAR, DFARS, or RFP (to include RFP Attachments).

M.4.2.1.1.1 Weighted Average Unit Price:
For each CLIN with range pricing, the Government will calculate a weighted average unit price by first multiplying the unit prices proposed for each quantity range by the weighting percentages as stated in Attachment 0001. Weighted average unit prices will be the summation of the proposed unit prices for each range multiplied by the weighting percentages. The proposed price of each such CLIN will then be based on multiplying the weighted average unit price by the CLIN quantities as stated in Attachment 0001.

M.4.2.1.2 Price Reasonableness:
The Government will evaluate whether or not the offeror's proposed price is reasonable. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of reasonableness by any means allowable under FAR 15.404-1.

M.4.2.1.3 Unbalanced Pricing:
The Government will evaluate the offeror's proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items or ranges is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See FAR 15.404-6 for more information on unbalanced pricing.

*** END OF NARRATIVE M0001 ***