SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA4	1 67

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W912CH-25-R-0222	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	2026JUN08	SEE SCHEDULE

7. Issued By	Code	8. Address Offer To (If Other Than Item 7)
ACC-DTA CCTA-APN-C 6501 E. 11 MILE RD. DETROIT ARSENAL, MI 48397-5000	W912CH	

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 04:00pm **(hour) local time** 2026JUL22 **(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.	
	CHRISTINA HERBIG	(571)	588-8863		CHRISTINA.A.HERBIG.CIV@ARMY.MIL

11. Table Of Contents

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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:	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
☒ 10 U.S.C. 2304(c)(1) ☐ 41 U.S.C. 253(c)( )		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.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: CHRISTINA HERBIG
Buyer Office Symbol/Telephone Number: CCTA-APN-C/(571)588-8863
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A.1 BACKGROUND/DESCRIPTION OF THE ACTION

A.1.1 Under the authority of FAR 6.303-1, "Only one responsible source," the Government intends to award a sole source contract to SAI Industries for the Chute, Assy, Flex Feed, M240,, NSN: 1005-01-172-3038, Part Number: S765120-102/12323398-1, and Army spares sustainment requirements. The solicitation is intended to result in a five-year, Firm-Fixed Price (FFP), Requirements contract for the supplies specified. The Government bears no responsibility to issue an initial minimum order upon base contract award. For further guidance related to a Requirements type contract, see FAR Clause 52.216-21, Requirements.

A.2 SOLICITATION STRUCTURE

A.2.1 Particular attention should be given to clauses and paragraphs throughout the solicitation that require the contractor to fill-in various information. Final negotiated prices will be incorporated into the resulting Requirements contract and will be utilized to price each delivery order under the Requirements contract.

A.2.2 The Government will utilize North American Industry Classification System (NAICS) code 332994 (Small Arms, Ordnance, Ordnance Accessories Manufacturing). The NAICS code will also be assigned to subsequent awarded delivery orders thereunder.

A.2.3 Failure to register in SAM for the corresponding NAICS code identified in paragraph A.2.2 prior to submitting a proposal against this Solicitation may preclude an award being made to your company. Offerors should be aware of how U.S. Small Business (SB) concerns are defined in FAR Part 19, Defense Federal Acquisition Regulation Supplement (DFARS) Part 19, and 13 CFR 121, Small Business Size Regulations. Offerors are advised to review 13 CFR 121.103, "How does SBA Determine Affiliation".

A.3 Ordering Periods

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.

A.1.2 There is a Technical Data Package (TDP) associated with this procurement. The TDP is distribution code D, which limits access to the U.S. Government agencies and its contractors. Please refer to Section C.1 for additional information.

A.4 DELIVERY ORDER/MODIFICATIONS AWARDS

A.4.1 Future delivery orders and/or modifications will be awarded IAW FAR clause 52.216-19, Order Limitations, FAR clause 52.216-18, Ordering, FAR clause 52.216-21, Requirements, and Section B. All contained within this solicitation.

A.5 ELECTRONIC CONTRACTING

A.5.1 All Army Contracting Command Detroit Arsenal solicitations will be publicized on the System for Award Management website https://www.sam.gov. Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

A.5.2 Interested offerors shall submit a proposal via email to the Contract Specialist (christina.a.herbig.civ@army.mil) and cc the corresponding Contracting Officer (daniel.j.gibson43.civ@army.mil) with the subject header:

Proposal Submission W912CH-25-R-0222(company name).

Once a proposal is received, the Contract Specialist/Contracting Officer will reply with the respective Offeror stating receipt of proposal submission.

A.5.3 Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, to be received by the Government office designated in the solicitation by the time specified.

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

A.5.4 Solicitations may remain posted on http://www.SAM.gov after the solicitation closing date.

A.5.5 Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

A.5.6 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 Procurement Technical Assistance Center (PTAC) website at http://www.aptac-us.org/ to locate a regional center.A.1

A.6 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

A.6.1 This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Section 2751 of Title 22, United States Code) or the Export Control Reform Act of 2018 (Chapter 58 Sections 48014852 of Title 50,United States Code). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DoD Directive 5230.25 and DoD Instruction 2040.02. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

A.6.2 To be eligible to gain access to this export controlled TDP (via SAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx Processing time is estimated at eight (8) to twelve (12) weeks after receipt. Upon receipt of certification, an offeror may request the TDP in accordance with the solicitation's Section C Technical Data Package instructions.

A.6.3 Upon completion of the purposes for which Government Technical Data has been provided, the offeror, and all subcontractors, vendors, and sub-vendors of the offeror, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed.

A.6.4 Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

A.7 ACKNOWLEDGEMENT OF AMENDMENTS

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

Amendment Number: Date:

_____ _____

_____ _____

_____ _____

A.8 ARMY CONTRACTING COMMAND DETROIT ARSENAL (DTA) OMBUDSPERSON

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

A.9 ALL OR NONE

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

A.9.2 ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

A.9.3 OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

A.10 QUESTION AND ANSWER GUIDELINES

A.10.1 All questions regarding the requirements of this solicitation and applicable attachments must be submitted by 12 March 2026,12:00 PM EST to christina.a.herbig.civ@army.mil. The Government shall review all questions received but is not obligated to answer questions submitted after the date noted above prior to the solicitation close date.

*** 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 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT: FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS. SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD. THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD. FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD. FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD. 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 QUANTITIES IDENTIFIED IN THIS CONTRACT ARE ESTIMATES ONLY AND NOT A REPRESENTATION THAT THEY WILL BE ORDERED, NOR IS IT A REPRESENTATION THAT CONDITIONS AFFECTING U.S. GOVERNMENT NEEDS WILL BE STABLE. (End of narrative A001)				
0011	FIRST ORDERING YEAR NSN: 1005-01-172-3038 COMMODITY NAME: CHUTE ASSY, FLEX FEED, M240 Mfr CAGE: 19207 Mfr Part Number: 12323398-1 Description/Specs./Work Statement TOP DRAWING NR: 12323398-1 REVISION: L DATE: 10-JAN-1990 Packaging and Marking	EST 125	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W562RM) SR W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER REC BLDG 499 10TH ST AND K AVE TEXARKANA,TX,75507-5000				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECOND ORDERING YEAR NSN: 1005-01-172-3038 COMMODITY NAME: CHUTE, ASSY, FLEX FEED, M240 Mfr CAGE: 19207 Mfr Part Number: 12323398-1 Description/Specs./Work Statement TOP DRAWING NR: 12323398-1 REVISION: L DATE: 10-JAN-1990 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W562RM) SR W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER REC BLDG 499 10TH ST AND K AVE TEXARKANA,TX,75507-5000	EST 125	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	THIRD ORDERING YEAR NSN: 1005-01-172-3038 COMMODITY NAME: CHUTE, ASSY, FLEX FEED, M240 Mfr CAGE: 19207 Mfr Part Number: 12323398-1 Description/Specs./Work Statement TOP DRAWING NR: 12323398-1 REVISION: L DATE: 10-JAN-1990 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W562RM) SR W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER REC BLDG 499 10TH ST AND K AVE TEXARKANA,TX,75507-5000	EST 125	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	FORTH ORDERING YEAR NSN: 1005-01-172-3038 COMMODITY NAME: CHUTE, ASSY, FLEX FEED, M240 Mfr CAGE: 19207 Mfr Part Number: 12323398-1 Description/Specs./Work Statement TOP DRAWING NR: 12323398-1 REVISION: L DATE: 10-JAN-1990 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W562RM) SR W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER REC BLDG 499 10TH ST AND K AVE TEXARKANA,TX,75507-5000	EST 125	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	FIFTH ORDERING YEAR NSN: 1005-01-172-3038 COMMODITY NAME: CHUTE, ASSY, FLEX FEED, M240 Mfr CAGE: 19207 Mfr Part Number: 12323398-1 Description/Specs./Work Statement TOP DRAWING NR: 12323398-1 REVISION: L DATE: 10-JAN-1990 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE D.1 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance FOB POINT: Destination SHIP TO: (W562RM) SR W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER REC BLDG 499 10TH ST AND K AVE TEXARKANA,TX,75507-5000	EST 125	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	Basic CLIN for ELIN The below Exhibit Line Item Numbers (ELIN) are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL, DD Form 1423. The CDRL contains deliverable data requirements that are to be provided by the contractor to the US Government. Refer to the CDRL listed within Section J of this procurement. (End of narrative A001)				
A001	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: ENGINEERING CHANGE PROPOSAL CLIN CONTRACT TYPE: Firm Fixed Price Engineering Change Proposal (ECP) for Chute, Assy, Flex Feed, M240 in accordance with: - Section C.2.: Configuration Management Documentation; and - Exhibit A: Contract Data Requirements List - DD Form 1423, A001 (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance				$ ** NSP **
A002	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: REQUEST FOR VARIANCE CLIN CONTRACT TYPE: Firm Fixed Price				$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Request for Variance (RFV)for Chute, Assy, Flex Feed, M240 in accordance with: - Section C.2.: Configuration Management Documentation; and - Exhibit A: Contract Data Requirements List - DD Form 1423, A002. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance				
A003	SERVICE DATA ITEM - NOT PRICED (DD250 NOT REQUIRED) SERVICE REQUESTED: NOTICE OF REVISION CLIN CONTRACT TYPE: Firm Fixed Price Notice of Revision (NOR)for Chute, Assy, Flex Feed, M240 in accordance with: - Section C.2.: Configuration Management Documentation; and - Exhibit A: Contract Data Requirements List - DD Form 1423, A003. (End of narrative B001) Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Deliveries or Performance				$_____

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 for this solicitation resides within the System for Award Management (SAM)(https://SAM.gov) associated with this solicitation number:

W912CH-25-R-0222

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.

C.1.1 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).

C.1.2 Further dissemination of the TDP must be in accordance with provisions of DoD Directive 5230.25, DoDI 5230.24, its Distribution Statement markings, and U.S. export control laws. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

C.1.3 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.

C.1.4 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.

C.1.5 If technical data is otherwise restricted, select "Request Explicit Access." This will generate an email to the Contract Specialist and Contracting Officer at Army Contract Command - Warren (DTA) with all the information needed to grant contractor access to restricted documents. SAM will automatically generate an email stating when the requesting contractor has permission to view or download TDP items.

C.1.6 If multiple individuals in the contractor's organization need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in SAM. Any individuals no longer with the company should be deleted. Questions related to registration in SAM should be directed to https://www.sam.gov/ The SAM helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in SAM.

C.1.7 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 ACQUISITION OF MANUFACTURER'S PART NUMBER

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

C.3 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER

Acquisition under this contract is restricted to:

C.3.1 The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

C.3.2 Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided the non-listed part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package and that manufacturer has substituted the non-listed part with one of the approved part numbers, without making any changes in the characteristics or properties of the part.

C.4 CONFIGURATION MANAGEMENT DOCUMENTATION

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

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

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

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

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

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

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

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

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

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

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

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

C.5 OPSEC TRAINING REQUIREMENT

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

C.6 REQUIREMENT FOR AN OPSEC STANDING OPERATION

C.6.1 The contractor is subject to, at a minimum, the provisions of the current TACOM OPSEC Plan, or other approved U.S. Government OPSEC plan, per AR 530-1, Operations Security. This Plan specifies the government's critical information, why it needs to be protected, where it is who responsible for and how to protect it.

C.6.2 The contractor will receive a copy of the Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by TACOM G3/G2 or individual organizations supporting AT/OPSEC Officers.

C.6.3 The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.7 Counterintelligence Awareness and Reporting (CIAR); formerly known as Threat Awareness Reporting Program (TARP):

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

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

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

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

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

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

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

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

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

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

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

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

Professional and educational exchange programs with foreign governments.

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

C.8 ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION

General: There are types of information that are not classified but that require application of access and distribution controls and protective measures for a variety of reasons. This information is known as "controlled unclassified information (CUI)." The types of information considered CUI are U.S. Government technical information and information listed at the CUI registry (https://www.archives.gov/cui/registry/category-list). When handling CUI material, all personnel are to comply with these requirements and follow their company policy and/or applicable
Non-Disclosure Agreement (NDA) concerning the protection of proprietary information in situations not clearly stated herein.

Technical Information Description: Any recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process, or can be used to design, procure, produce, support, maintain, operate, repair, or overhaul program material. The data may be graphic or pictorial delineations in media (e.g., computer software, drawings, or photographs), text in specifications, related performance or design documents, or computer printouts. Examples of technical information

include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information, and computer software documentation.

CUI Information Description: Unclassified Information that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations, and government-wide or "LRGWP" policies but is not classified under EO 13526, (Classified National Security Information).

CUI Markings All documents containing CUI will carry the CUI markings in accordance with DoDI 5200.48.
Discontinue all use of legacy or other markings not permitted or included in either the CUI Registry or DoDI 5200.48. Marking of Technical Information will include the statement provided in the Security Classification Guide. If the contents of the technical document require more than one Distribution Statement, apply the most restrictive statement. This does not preclude additional mandated markings as may be required by the contract.

Protection of CUI Information

Access: In accordance with (IAW) DoDI 5200.48, Controlled Unclassified Information (CUI), July 2023, all contractors supporting this contract who receive, store, or generate CUI are required to take the DoD Mandatory CUI training available on the Security Awareness Hub at : https://securityawareness.usalearning.gov/cui/index.html.
Per DoDI 5200.48 and pursuant to all contractual requirements, DoD contractors require initial CUI training and annual CUI refresher training. CUI may be released only to an individual who has a valid need for such access in connection with the accomplishment of a lawful and authorized Government purpose. Further dissemination of such information will be at the discretion of the Government Security Manager. All personnel supporting this contract shall sign a CUI Non-disclosure Agreement prior to gaining access to the information. Personnel no longer requiring access to CUI must dispose (see "Disposal" below) or surrender any in their possession and terminate future access to it.

Storing/Handling: During working hours, take reasonable steps to minimize risk of access to CUI by unauthorized personnel. After working hours, when not in physical possession of the owner, all CUI (whether hardcopy or optical media (e.g., DVDs, CDs) that contain CUI) must be afforded a reasonable degree of physical protection to prevent theft of program information (e.g., store CUI information in locked desks or file cabinets, locked rooms, cable lock laptops, storing in a trunk, storing out of site or similar means). Do not display CUI in public places (e.g., airports,
airplanes, restaurants). Electronic storing and processing of CUI shall be in accordance with DFARS 252.204-7012 Safeguarding Controlled Defense Information and Cyber Incident Reporting. Do not process CUI on public computers (e.g., those available for use by the general public in kiosks, hotel business centers), public wireless networks or computers that do not have access control. Personally owned computers and personally owned devices are not authorized to process CUI. Portable electronic devices (e.g., smartphones, laptop computers, tablets), nonportable computers, and removable media (e.g., external hard drives, flash drives, USB drives; not including optical media) must be physically and electronically protected as described in this instruction, DFARS
252.204-7012 and DoDI 8582.01.

Dissemination: CUI printed documents and material may be transmitted through mail channels, commercial carrier or hand-carried without formal courier orders. CUI information may be disseminated to DoD personnel and DoD contractors to conduct official business for the program. If dissemination is required outside of DoD personnel or DoD contractors, contact the Government Security Manager for approval. Technical information will follow the release instructions identified in the Distribution Statement. Use secure communications whenever possible; however, land-line telephones are more secure than cellular telephones and should be used whenever available for discussions involving CUI. Transmit voice and facsimile transmissions only when you have a reasonable assurance that only authorized recipients will have access to the transmission. Digital transmission shall comply with the below:
All transmission and/or dissemination of CUI (i.e., email and file transfers) must use NIST/NIAP-approved cryptographic products/algorithms, e.g., DoD-approved Public Key Infrastructure Certification or DoD Safe Exchange at https://safe.apps.mil/. These are available at http://iase.disa.mil/pki/eca or http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm. This encryption requirement includes communications that contain passcodes to teleconferences or web conferences where there is a reasonable expectation that CUI may be discussed. When encryption is not available, a government collaborative suite (aka Integrated Digital Environment [IDE]) must be used to transmit CUI.

Contractor-hosted collaborative suites may be used for digital transmission and/or dissemination of CUI by personnel not located on a government backbone (e.g., NIPRNET), provided the following conditions apply: 1) Use only NIST/NIAP-approved cryptographic products/algorithms. The latest validation lists may be obtained athttp://iase.disa.mil/pki/eca or
http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm; and, 2) Use an internally hosted service that does not use a third-party collaborative suite service provider.

Do not post CUI to web pages that are publicly available or have access limited only by domain/IP restrictions. As permitted by other contract provisions, CUI may be posted to web pages that control access through the use of a DoD approved Public Key Infrastructure Certification and that provide protection via use of secure sockets, or other equivalent technologies. These are available at http://iase.disa.mil/pki/eca.

As new technologies become available in the electronics arena, care should be given to providing a reasonable degree of protection from known vulnerabilities.

The Internet is "Public Access". CUI must be reviewed and officially approved by the TACOM Public Affairs Officer for public release before placing on the Internet. This is not applicable when the Internet is used for e-mail transmissions and encryption is used as noted above.

Disposal: The contractor shall ensure any covered defense information provided by the Government under this contract is destroyed or sanitized from contractor-owned media and reported in accordance with (IAW) National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Revision 1: Guidelines for Media Sanitization (December 2014) (NIST SP 800-88, rev 1), destruction methods, or any destruction method approved for Classified National Security Information (32 CFR 2001.47) unless the CUI category's authority mandates other destruction methods (CUI Specified categories). Agencies must also use destruction methods specifically required by law, regulation, or Government-wide policy for CUI Specified categories. Destroy CUI documents in a manner that makes it unreadable, indecipherable, and irrecoverable (32 CFR 2002.14(f)(2)). For paper documents, Reference CUI Notice 2019-03: Destroying of Controlled Unclassified Information (CUI) in paper form. Report of Loss of CUI:

Report any loss of CUI to the Government Security Manager. Initial reports shall be made as expeditiously as possible in all cases within 72 hours of discovery. If additional information is required after submission and review of the initial report, guidance will be provided at that time. Initial report content shall include the following information as available.

Applicable dates, including dates of compromise and dates of discovery
Threat methodology, including all known resources used (e.g. IP addresses, domain names, software tools)
Account of what actions the threat(s) may have taken on victim system/network
What information may have been compromised or lost, and its potential impact on government programs

*** END OF NARRATIVE C0001 ***

SECTION D - PACKAGING AND MARKING

D.1 SPECIAL PACKAGING INSTRUCTIONS

NSN: 1005-01-172-3038
ITEM: CHUTE ASSY, FLEX FEED, M240

D.1.1 Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: -B
QUANTITY PER UNIT PACKAGE: -001-
SPI NUMBER 12323398, DATED25 JUN 25, REV A

D.1.2 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D.1.3 Marking: In addition to any special markings called out on the SPI;

D.1.3.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/sci/ait.html for the current DoD Suppliers' Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D.1.4 Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

D.1.5 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.

D.1.6 Hazardous Materials (as applicable):

D.1.6.1 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.)

D.1.6.2 Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:
International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFMAN24-604/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

D.1.6.3 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.

D.1.6.4 When applicable, a Product Safety Data Sheet (SDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

SUPPLEMENTAL INSTRUCTIONS: SEE ATTACHMENT 003 SPI.

*** 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

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001: 2015 (21 Oct 2015) or equivalent
Tailored by excluding paragraph 8.3
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require--
(i) Control of such things as design, work operations, in-process control, testing and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
(End of clause)

E.1 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

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

INSPECTION POINT: ORIGIN

a. NAME

b. CAGE

c. ADDRESS, CITY, STATE, ZIP

ACCEPTANCE POINT: ORIGIN

a. NAME

b. CAGE

c. ADDRESS, CITY, STATE, ZIP

The Government's acceptance of the First Article Test Report (if required) offered under this order shall take place at DESTINATION.

E.2 REWORK AND REPAIR OF NONCONFORMING MATERIAL

E.2.1 Rework and Repair are defined as follows:

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

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

E.2.2 Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

E.2.3 Repair procedures shall be documented by the Contractor and submitted on a Request for Variance, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

E.2.4 Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

E.2.5 The rework or repair procedure shall also contain a provision for re-inspection which will take precedence over the Technical Data Package requirements and shall in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

E.3 INITIAL PRODUCT INSPECTION (IPI)

E.3.1 The Contractor shall perform an Initial Production Inspection, consisting of first piece inspection of 1 unit selected from the initial production lot by the DCMA Quality Assurance Representative (QAR). The Contractor shall notify the Contracting Officer and the QAR at least 15 days in advance of conducting any IPI as described in this provision, in order to ensure the QAR witnesses the inspection. The Contractor shall inspect and document all dimensions with actual measurements. If the Contractor takes metric measurements, the Contractor shall provide standard measurements as well, and the QAR will verify both types. The Contractor shall also provide all certifications of materials and processes that are necessary to verify compliance of the tested units to drawing requirements. The Contractor shall review all IPI data with the QAR, and the QAR will then either approve or reject the IPI results by written notification to the Contractor, and concurrently provide a copy of the notification to both the Contracting Officer and his or her quality assurance point of contact. The written notification will include the Contractor's name, the contract number, the tested item's NSN(s) and part number(s), and, the item's serial number(s)(if applicable). If the IPI is rejected, the Contractor shall repeat the inspection, or those portions of it specified by the QAR, until IPI is successfully completed.

E.3.2 The Contractor shall not proceed into full production until the QAR has approved IPI, and the Contracting Officer has been so notified. The Contractor shall immediately inform the Contracting Officer, QAR, and quality assurance point of contact if any changes to production processes or suppliers are made subsequent to IPI. The Contractor shall maintain a copy of all IPI data for 3 years following the inspection, unless the parties otherwise agree. The Contracting Officer reserves the right to order an additional IPI whenever a post-IPI change by the Contractor, such as tooling, ECPs, or the incorporation of new vendor parts, might affect the item's quality. For any such additional IPI ordered, the Contractor shall provide serial numbers (if applicable) for all items fabricated after the new process or new supplier was initiated. If serial numbers are not applicable, then, in order to identify the affected units, the Contractor shall document the date the new process began. The approval process for additional inspections shall be the same as approval for the initial IPI.

E.4 TECHNICAL DATA INSPECTION

E.4.1 When requested, the Contractor shall make available to the Government Inspector, the drawings, 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.

E.4.2 If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor data is for review to support the Government's inspection requirements.

*** 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	252.211-7003	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

(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	

(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	

(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.
ar(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 Delivery- LONG TERM CONTRACTS

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 TEXARKANA,TX.

F.2 DELIVERY SCHEDULE FOR DELIVERY ORDERS

F.2.1 Delivery under this contract must conform to the required schedule specified below, unless no-cost acceleration is acceptable.

F.2.2 DEFINITIONS:

F.2.2.1 DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

F.2.2.2 DELIVERY is defined as follows:

F.2.2.3 DARO (Days After Receipt of Order).

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

F.2.3 The Government requires deliveries according to the following schedule on all orders:

F.2.3.1 Government Solicited Delivery Schedule: CLIN(s) 0011-0015

F.2.3.1.1 Start deliveries 100 DARO;

F.2.3.1.2 You will deliver 25 units every thirty days.

F.2.3.1.3 You may deliver more units every thirty days at no additional cost to the government with PCO approval.

F.2.4 Accelerated delivery schedule is acceptable for CLINs 0011-0015.

F.2.5 Accelerated delivery schedule is acceptable for CLINs 0011-0015 you may propose an accelerated delivery schedule for CLINs 0011-0015 at no additional cost; fill in the appropriate information here:

F.2.5.1 Offerors Proposed Delivery Schedule:

F.2.5.1 Start deliveries _____ DARO.

*** END OF NARRATIVE F0001 ***

H.1 DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES

H.1.1 and Trade Security Controls (TSCs) Summary:

H.1.1.1 This procurement action hasa demilTSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the "Arms Export Control Act," 22 United States Code (U.S.C.), Section 2778, the "International Traffic in Arms Regulations (ITAR)" at 22 Code of Federal Regulations (CFR), Parts 120-130, the "Export Administration Regulations (EAR)", at 15 CFR 730-774 and the "Export Administration Act". Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, "Reporting, Redistribution, and Disposal of Contractor Inventory" and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, "Restrictions on Purchase or Retention of Contractor Inventory."

H.1.1.2 Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractor's compliance with all existing TSC regulations. The waiver approval process is described in paragraph 6 below.

H.1.1.3 TheDoDand requirements for demil are contained in theDoDM4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at<http://www.dtic.mil/whs/directives/corres/pub1.html>). This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil Manual and the Demil and/or TSClanguageherein, the Demil Manual takes precedence.

H.1.1.4 This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. ThisSOWsets forth the requirements for the control and corresponding certification and verification of disposition of "contract excess property."Theserequirements are applicable to any Contractor and/or Subcontractor who perform work under this contract. ThisSOW is a mandatory flow-down; accordingly, Contractor/Subcontractor must include thislanguagein subcontracts for work under this solicitation and resulting contract.

H.1.1.5 The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders'/offerors' proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with thisSOWthe Government's demil and TSC requirements.

H.1.1.6 In general,the demilmust be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under thisW. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

H.1.1.7 Contractor agrees that demil performed under this contract will be conducted in accordance with this SOWDoDMV2 and V3, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by thisSOW.

H.1.2 :

H.1.2.1 "Contract excess property" is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

H.1.2.2"Excess GFE" is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contract's requirements, which the Government does not want returned during or at the completion of the contract.

H.1.2.3"Demilitarization" is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition.term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

H.1.2.4"Scrap" is material that has no value except for its basic material content.

H.1.2.5"Munitions list item (MLI)" is any item contained in the U. S. Munitions List, 22 CFR 120-130.

H.1.2.6 "Commerce control list item (CCLI)" is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials,orelectronics), software, or a particular technology.

H.1.2.7 "Trade security control (TSC)" is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States.These controls are also applicable to such other selected entities as may be designated by the DeputyUnderof Defense (Trade Security Policy).

H.1.2.8 :ldblquote Commercial type property" is material, equipment, software, or technology not generally considered to be unique and peculiar toDoDpossessing commercial marketability.

H.1.2.9 "Significant military equipment (SME)" is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed inDoDM4160.28-M-V1, V3 and V3, Demil Manual.

H.1.2.10 "Ammunition, explosives, and dangerous articles (AEDA)" is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects.AEDA is not a criterion for demil.AEDA items not on the Munitions List would be coded A or Q.

H.1.3 :

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. ThisSOWapplicable to prime and Subcontractors.

H.1.4 Contractor Demil and TSCs:

H.1.4.1 The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph9 below. Demil codes and definitions can beaccessed per paragraph 8below.

H.1.4.2 The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess propertywith an assigned demil code of"P", "F", or G".

H.1.4.3 The Contractor will demil all associated excess technical data.

H.1.5 Certification and Verification (DC&V):

H.1.5.1 During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

H.1.5.2 shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

H.1.5.3 The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will be forwarded to the PCO to become part of the contract file.

H.1.5.4 Contractor's representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 availableat<http://www.apd.army.mil/>.

H.1.6 Waivers:

H.1.6.1 The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Army's Demil PM to the DoD Demil PM. Waiver requestmust be approved prior to Contractor disposition of any contract excess property and prior to the release of final WAWF submittal for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request fora demilis not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

H.1.6.2 a demilis approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

H.1.7 s- any disputes shall be addressed in accordance with the "Disputes" clause in this solicitation/contract.

H.1.8 Access and Identification of Demilitarization Requirements:

H.1.8.1 Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the following steps:

a.to theWebFLISsite<http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx>. This displays the Federal Logistics Information SystemWebFLISInquire.
b.Enteror NSN and click on "Go".This page displays the demilitarization code under the icon "DMIL".Make note of the assigned demilitarization code.
c.Clickthe icon "DMIL" provided on this Web site.Print these demilitarization code definitions forfutureand close the screen.

H.1.8.2 Contractors demilitarization requirement:

a.Thedemilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
b.Matchdemilitarization code with its definition.Demilitarize excess property in accordance with the demilitarization code definition. Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

H.1.8.3 Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract.Three GFE disposal options available to the Government are:

Option 1:
a.Havethe Contractor demilitarize the excess GFE per the assigned demilitarization code.
b.Theof Contractor demilitarization will be negotiated.
c.ThePCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.
d.ThePCO will ensure that demilitarization certification and verification is properly documented.

Option 2:
a.Abandonsell the excess GFE and transfer the title to the Contractor.
b.Priorthe Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied.Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
c.TheEUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the

excess GFE.The demilitarization and TSC requirements for MLI/CCLE do not diminish over time.For complete TSC requirements, see paragraph9belowDoDMV2 and V3, Demil Manual.

d.Contractorsother persons must obtain the permission of the PCO prior to any subsequent disposition or sale.Any subsequent disposition or sale will be accomplished in accordance withDoDMV2 and V3, Demil Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government adequate disposal occurs perDoDMV2 and V3, Demil Manual.

H.1.9 and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

DemileDemilReq'dNoDemilReq'dTSC Required
Non-MLI/or Non-CCLIACommercialX
MLI-Non-SMEBXXDLA Form 1822
MLI/SMEC XXDLA Form 1822
MLI/SMEDXXDLA Form 1822
MLI/Non-SMEEX XDLA Form 1822
MLI/SMEFX XDLA Form 1822
MLISMEXXDLA Form 1822
MLI/SME XXDLA Form 1822
EAR/CCLIDual Use/X EUC DLA Form 1822
Commercial

*** END OF NARRATIVE F0002 ***

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	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	Contact ACO
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

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

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES

(a) Demil and Trade Security Controls (TSCs) Summary:

(1) This procurement action has a demil and/or TSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the "Arms Export Control Act," 22 United States Code (U.S.C.), Section 2778, the "International Traffic in Arms Regulations (ITAR)" at 22 Code of Federal Regulations (CFR), Parts 120-130, the "Export Administration Regulations (EAR)", at 15 CFR 730-774 and the "Export Administration Act". Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, "Reporting, Redistribution, and Disposal of Contractor Inventory" and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, "Restrictions on Purchase or Retention of Contractor Inventory."

(2) Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractor's compliance with all existing TSC regulations. The waiver approval process is described in paragraph 6 below.

(3) The DoD policy and requirements for demil are contained in the DoDM 4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at <http://www.dtic.mil/whs/directives/corres/pub1.html>). This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil Manual and the Demil and/or TSC language herein, the Demil Manual takes precedence.

(4) This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This SOW sets forth the requirements for the control and corresponding certification and verification of disposition of "contract excess property." These requirements are applicable to any Contractor and/or Subcontractor who perform work under this contract. This SOW is a mandatory flow-down; accordingly, Contractor/Subcontractor must include this language in subcontracts for work under this solicitation and resulting contract.

(5) The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders'/offerors' proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this SOW and the Government's demil and TSC requirements.

(6) In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under this SOW. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

(7) The Contractor agrees that demil performed under this contract will be conducted in accordance with this SOW or DoDM 4160.28-M-V1, V2 and V3, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this SOW.

(b) Definitions:

(1) "Contract excess property" is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

(2) "Excess GFE" is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contract's requirements, which the Government does not want returned during or at the completion of the contract.

(3) "Demilitarization" is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition.The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

(4) "Scrap" is material that has no value except for its basic material content.

(5) "Munitions list item (MLI)" is any item contained in the U. S. Munitions List, 22 CFR 120-130.

(6) "Commerce control list item (CCLI)" is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, or electronics), software, or a particular technology.

(7) "Trade security control (TSC)" is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

(8) "Commercial type property" is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

(9) "Significant military equipment (SME)" is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

(10) "Ammunition, explosives, and dangerous articles (AEDA)" is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

(c) Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. This SOW is applicable to prime and Subcontractors.
(d) Contractor Demil and TSCs:

(1) The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph 9 below. Demil codes and definitions can be accessed per paragraph 8 below.

(2) The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of "P", "F", or G".

(3) The Contractor will demil all associated excess technical data.

(e) Demil Certification and Verification (DC&V):

(1) During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

(2) Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

(3) The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will be forwarded to the PCO to become part of the contract file.

(4) A Contractor's representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/>.

(f) Demil Waivers:

(1) The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Army's Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final WAWF submittal for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If

written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

(2) When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

(g) Disputes - any disputes shall be addressed in accordance with the "Disputes" clause in this solicitation/contract.

(h) Contractor Access and Identification of Demilitarization Requirements:

(1) Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the following steps:

a. Logon to the WebFLIS Web site <http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx>. This displays the Federal Logistics Information System WebFLIS Public Inquire.
b. Enter NIIN or NSN and click on "Go". This page displays the demilitarization code under the icon "DMIL". Make note of the assigned demilitarization code.
c. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code definitions for future reference and close the screen.

(2) The Contractors demilitarization requirement:
a. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
b. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

(3) Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the Government are:

Option 1:
- a. Have the Contractor demilitarize the excess GFE per the assigned demilitarization code.
- b. The cost of Contractor demilitarization will be negotiated.
- c. The PCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.
- d. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:
- a. Abandon or sell the excess GFE and transfer the title to the Contractor.
- b. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
- c. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CCLE do not diminish over time. For complete TSC requirements, see paragraph 9 below and DoDM 4160.28-M-V1, V2 and V3, Demil Manual.
- d. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

Option 3:
The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

(i) Demilitarization and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A	Commercial	X

Name of Offeror or Contractor:

MLI-Non-SME	B	X	X EUC DLA Form 1822
MLI/SME	C	X	X EUC DLA Form 1822
MLI/SME	D	X	X EUC DLA Form 1822
MLI/Non-SME	E	X	X EUC DLA Form 1822
MLI/SME	F	X	X EUC DLA Form 1822
MLISME	G	X	X EUC DLA Form 1822
MLI/SME	P	X	X EUC DLA Form 1822
EAR/CCLI	Q	Dual Use/ Commercial	X EUC DLA Form 1822

*** END OF NARRATIVE H0001 ***

Name of Offeror or Contractor:

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	52.211-5	MATERIAL REQUIREMENTS (FEB 2026)	FEB/2026
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATION (FEB 2026)	FEB/2026
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (FEB 2026)	FEB/2026
I-19	52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021) -- ALTERNATE I (OCT 1997)	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (FEB 2026)	FEB/2026
I-21	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (FEB 2026)	FEB/2026
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2026)	FEB/2026
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (FEB 2026)	FEB/2026
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (FEB 2026)	FEB/2026
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (FEB 2026)	FEB/2026
I-27	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2026)	FEB/2026
I-28	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-29	52.222-50	COMBATING TRAFFICKING IN PERSONS ((FEB 2026)	FEB/2026
I-30	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (FEB 2026)	FEB/2026
I-31	52.226-7	DRUG-FREE WORKPLACE (MAY 2024)	MAY/2024
I-32	52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	MAY/2024
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-35	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS(FEB 2026)	FEB/2026
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	MAY/2014

	Regulatory Cite	Title	Date
I-41	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-42	52.232-25	PROMPT PAYMENT	JAN/2017
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-44	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-45	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
I-46	52.233-1	DISPUTES (FEB 2026)	FEB/2026
I-47	52.233-3	PROTEST AFTER AWARD (FEB 2026)	FEB/2026
I-48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (FEB 2026)	FEB/2026
I-49	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	FEB/2026
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (APR 2026)	APR/2026
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)	JAN/2025
I-55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-56	52.248-1	VALUE ENGINEERING	JUN/2020
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	252.215-7014	EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022)	DEC/2022
I-75	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-76	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-77	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)	JAN/2023
I-78	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)	JAN/2023
I-79	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-ALTERNATE I (JAN 2023) -- ALTERNATE I (FEB 2024))	FEB/2024
I-80	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
I-81	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
I-82	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
I-83	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-84	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)	JAN/2023
I-85	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-86	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-87	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND	MAY/2024

	Regulatory Cite	Title	Date
		TUNGSTEN (MAY 2024)	
I-88	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	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	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-93	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-94	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
I-95	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)	NOV/2023
I-96	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (OCT 2024)	OCT/2024
I-97	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 day of contract award through 1,824 calendar days.

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

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

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

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

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

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

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

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

(End of clause)

I-98	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 174 EA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 696;

(2) Any order for a combination of items in excess of 696; 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-99 52.216-21 REQUIREMENTS (FEB 2026) FEB/2026

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

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

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

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

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

(f) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after Six and one-half (6) Years after Contract Award.

(End of Clause)

I-100 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-101 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 _____ 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-102 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-103 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-104 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-105 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)

r

I-106 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-107 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-108 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-109 252.223-7001 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-110 252.225-7013 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-111 252.225-7972 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)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) A001-A003	01-AUG-2025	003	DATA
Attachment 0001	ACC-DTA OPSEC PLAN	01-OCT-2024	024	EMAIL
Attachment 0002	TECHNICAL DATA PACKAGE (TDP) 12323398	10-JAN-1990	001	EMAIL
Attachment 0003	SPECIAL PACKAGING INSTRUCTIONS (SPI) 12323398	25-JUN-2025	003	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	52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	FEB/2026
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (Sep 2022)	SEP/2022
K-3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT(DEC 2022)	DEC/2022
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY/2022
K-7	252.227-7998	ADDITIONAL PREAWARD REQUIREMENTS FOR SMALL BUSINESS TECHNOLOGY TRANSFER PROGRAM (DEVIATION 2026-O0036) (FEB 2026)	FEB/2026
K-8	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.

(eThe 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-9	252.204-7998	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043)(FEB 2026)	FEB/2026

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

(e)(1) If the provision at FAR 52.204-7, System for Award Management Registration, is included in this solicitation, paragraph (g) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active

registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

____ (i) Paragraph (g) applies.

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

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

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

(ii) 252.216-7008, Economic Price AdjustmentWage 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 ServicesRepresentations. Applies to solicitations for the acquisition of commercial satellite services.

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

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

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

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

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

____(ii) 252.225-7000, Buy AmericanBalance 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 AmericanFree Trade AgreementsBalance 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 PaymentsRepresentation.

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

FAR/DFARS provision No.	Title	Date	Change
_____	_____	_____	_____

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

certifications located in the SAM database.

(End of provision)

K-10 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-11 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-12 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-13 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-14 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-15 252.204-7017 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)

Name of Offeror or Contractor:

K-16 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (JAN 2023) JAN/2023

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company Address	Part No.	Actual Mfg?
(1)	(2)	(3)	(4) (4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial product or commericial service; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

K-17 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS--REPRESENTATION (DEVIATION 2024-O0014) AUG/2024

(a) Definition. As used in this provision, covered foreign country has the meaning given in the 252.225-7972, Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2024-O0014), clause of this solicitation.
(b) Prohibition. Section 848 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2020 (Pub. L. 116-92) and section 817 of the NDAA for FY 2023 (Pub. L. 117-263) prohibit DoD from
(1) Using or procuring 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) Using or procuring 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, entering into or renewing a contract with an entity that operates, as determined by the Secretary of Defense, equipment 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 \'02screening-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) Representations.
(1) By submission of its offer, the Offeror represents that
(i) It will not provide or use a UAS, as described in paragraph (b)(1) of this provision, in the performance of any contract,

subcontract, or other contractual instrument resulting from this solicitation; and
(ii) It will not provide or use a system for the detection or identification of a UAS, as described in paragraph (b)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
(2) It is not an entity described in paragraph (b)(3) of this provision.

(End of provision)

K-18	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	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	252.204-7024	Notice on the Use of the Supplier Performance Risk System (Mar 2023)	MAR/2023
L-6	252.215-7008	ONLY ONE OFFER (DEC 2022)	DEC/2022
L-7	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC (MAY 2023)	MAY/2024
L-8	252.215-7011	REQUIREMNTS FOR SUBMISSION OF PROPOSALS TO THE ADMINISTRATIVE CONTRACTING OFFICER AND CONTRACT AUDITOR	JAN/2018
L-9	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)	JAN/2023
L-10	252.215-7992	ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)	MAR/2026
L-11	252.270-7000	Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Representation (Nov 2024)	NOV/2024
L-12	252.270-7001	Pilot Program To Incentivize Contracting With Employee-Owned Businesses?Subcontracting Certification (Nov 2024)	NOV/2024
L-13	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-14	52.216-1	TYPE OF CONTRACT (FEB 2026)	FEB/2026

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

L-15	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.

(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-16	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (FEB 2026)	FEB/2026
L-17	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-18	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)

L.1 GENERAL PROPOSAL INFORMATION

L.1.1 All information necessary for the review and evaluation of a proposal is to be contained in the proposal. The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful evaluation. The Government does not assume the duty to search for data to cure problems it finds in proposals.

L.1.2 Minimum Acceptance Period.

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

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

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

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

L.2 PROPOSAL CONTENT, FORMAT AND INSTRUCTIONS

L.2.1 Proposal Content

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

Section L.

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

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

L.2.2.1 The proposal shall be electronically submitted via E-mail to the Contract Specialist, Rachel Gervais and cc the corresponding

Contracting Officer at the following e-mail address(s) with the subject header:
Proposal Submission - W912CH-25-R-0222 (company name):

Contract Specialist: christina.a.herbig.civ@army.mil
Contracting Officer: Daniel.j.gibson43.civ@mail.mil

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

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

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

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

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

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

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

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

L.2.2.1.6 The offeror shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which indicate the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described in FAR 15.207(c).

L.2.2.2 Submission Due Date

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

L.2.2.2.1 Lateness

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

L.2.3 Single Proposal Submission

Offerors are limited to submitting one proposal with one approach to meeting the requirements of this solicitation.

L.2.3.1 All or None

Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for

less than all the requirements called for by this solicitation may be rejected or ineligible for award. Proposals that contain alternative terms and conditions may be considered as taking exception to the requirements of the solicitation. See Section M.

L.3 ARMY CONTRACT WRITING SYSTEM (ACWS) TRANSITION INFORMATION FOR OFFERORS

L.3.1 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.

L.3.2 During this transition period, Contractors are hereby advised:

L.3.2.1 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:

L.3.2.1.1 Subsequent documents you receive may appear noticeably different than the original award or previous contractual documents from the same Contracting Office.

L.3.2.1.2 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.

L.3.2.1.3 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.

L.3.2.2 The Government does not intend to use the shift between contract writing systems to effect any changes to Contract terms and conditions. Therefore:

L.3.2.2.1 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.

L.3.2.2.2 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).

L.3.2.2.3 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.

L.3.2.2.4 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.

L.3.2.3 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:

L.3.2.3.1 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.

L.3.2.3.2 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.

L.3.2.3.3 Ensure any such reissuance or continuance is properly reported to preserve the integrity of Contractor performance measurement data, if any (e.g. FAPIIS, CPARS).

L.4 OFFERS DELIVERED BY THIRD PARTY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)

L.4.1 Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted for offers is to be submitted in response to solicitations via SAM.gov. Alternatively offers may be mailed following these procedures.

L.4.2 Offers, including disks or other electronic media, shall be addressed:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Detroit Arsenal, MI 48397-5000

L.4.3Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

L.4.4 The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

L.4.5 Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government.

L.5 NOTICE REGARDING REQUIREDSOURCE-CONTROLLED COMPONENT ORMANUFACTURER'S PART NUMBER

L.5.1 Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in Section C of the Scope of Work in this acquisition is restricted to source-controlled component(s) or manufacturer's part number(s)identified the Schedule (Section B), or in the Technical Data Package. Offers that propose to furnish alternative to the required component(s) or manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless the proposed part meets the conditions set for thin(b) below.

L.5.2 Require Approval for Alternatives to the Source-Controlled Component or required Manufacturer's Part Number.

L.5.2.1 If a firm manufactures item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

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

(ii)firm must indicate in its offer the date of the written U.S. Army TACOM approval, and the name and title of the approving official;

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

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

L.5.2.2 Notwithstanding the foregoing, the Government expressly reserves to the Contracting Officer the right to waive the conditions set forth above in making an award when written approval from U.S. Army TACOM engineering of anon-listed number can be obtained without delay in the anticipated of award.

L.5.2.3 When of foregoing conditions are met, the Government reserves the right to make an award for a non-listed In no other instance will award be made to any firm that does not agree to furnish the required part numbers listed in this solicitation.

L.5.2.4 Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of the or manufacturer's part number(s), but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should contact the Contract Specialist listed on the first page of the solicitation to inquire about getting qualification testing initiated.

L.6 PART NUMBERS NOT CURRENTLY APPROVED

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

L.7 HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at http://www.amc.army.mil/Connect/Legal-Resources/""_blank"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.

*** END OF NARRATIVE L0001 ***

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 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.1.1 The Government will award a contract to the offeror that:

M.1.1.1 submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation,

M.1.1.2 submits a bid or proposal that meets all the material requirements (including technical requirements of the specification, if applicable) of this solicitation, and

M.1.1.3 meets all the responsibility criteria at FAR 9.104.

M.1.2 To make sure that an offeror meets the responsibility criteria at FAR 9.104 the Government may:

M.1.2.1 arrange a visit to the offerors plant and perform a pre-award survey;

M.1.2.2 ask the offeror to provide financial, technical, production, or managerial background information.

M.1.3 If the offeror does not provide the Government with the data requested within 7 days from the date the requested is received, or if the offeror refuses to have an onsite visit to the offerors facility, the Government may determine the offeror to be non-responsible.

M.1.4 If the Government visits the offerors facility, please make sure that current certified financial statements and other data relevant to the bid or proposal available for Government personnel to review.

*** END OF NARRATIVE M0001 ***

DD FORM 1423, FEB 2024

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 9000
B. EXHIBIT: A
C. CATEGORY:
TDP _X_ TM ____ OTHER ____
D. SYSTEM/ITEM: CHUTE ASSY, FLEX FEED, M240, NSN: 1005-01-172-3038
E. CONTRACT/PR NO.: EH5L0242EH
F. CONTRACTOR: TBD
G: PREPARED BY: FCDD-ACE-SP
H: DATE: 1 Aug 2025
I: APPROVED BY: MIKE ROBERTSON
J: DATE: 1 Aug 2025
- -
1. DATA ITEM NO: A001
2. TITLE: ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80639E
5. CONTRACT REFERENCE: SECTION C
6. REQUIRING OFFICE:
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16
A. ADDRESSEE: PCO, CS, ACO, ENG
B. COPIES:
DRAFT: 0
FINAL: 4
REG REPRO: 0
15. TOTAL COPIES: 0/4/0 SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE ECP SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE ECP. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT daniel.j.gibson43.civ@ARMY.MIL AND CONTRACT SPECIALIST AT christina.a.herbig.civ@ARMY.MIL; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT TBD AND ENGINEERING POC AT usarmy.pica.devcom-ac.mbx.ecp-document@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.1 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1692 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/.OLE_LINK5
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
- -
1. DATA ITEM NO: A002
2. TITLE: REQUEST FOR VARIANCE (RFV)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80640E
5. CONTRACT REFERENCE: SECTION C
6. REQUIRING OFFICE:
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ

11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16
A. ADDRESSEE: PCO, CS, ACO, ENG
B. COPIES:
DRAFT: 0
FINAL: 4
REG REPRO: 0
15. TOTAL COPIES: 0/4/0 SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE RFV SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE RFV. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT daniel.j.gibson43.civ@ARMY.MIL AND CONTRACT SPECIALIST AT christina.a.herbig.civ@ARMY.MIL; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT TBD AND ENGINEERING POC AT usarmy.pica.devcom-ac.mbx.ecp-document@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.2 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1694 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
- -
1. DATA ITEM NO: A003
2. TITLE: NOTICE OF REVISION (NOR)
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-80642E
5. CONTRACT REFERENCE: SECTION C
6. REQUIRING OFFICE:
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQ: SEE ITEM 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBS. SUBMISSION: ASREQ
14. DISTRIBUTION: SEE ITEM 16
A. ADDRESSEE: PCO, CS, ACO, ENG
B. COPIES:
DRAFT: 0
FINAL: 4
REG REPRO: 0
15. TOTAL COPIES: 0/4/0 SEE ITEM 16
16. REMARKS: DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (i.e., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *UNLESS OTHERWISE SPECIFIED THE DISTRIBUTION STATEMENT ASSIGNED TO THE NOR SHALL BE THE MOST RESTRICTIVE DISTRIBUTION STATEMENT OF THE AFFECTED ITEMS IDENTIFIED IN THE NOR. **SUBMIT ELECTRONICALLY TO THE PROCURING CONTRACTING OFFICER AT daniel.j.gibson43.civ@ARMY.MIL AND CONTRACT SPECIALIST AT christina.a.herbig.civ@ARMY.MIL; COPY FURNISH TO THE ADMINISTRATIVE CONTRACTING OFFICE AT HYPERLINK TBD AND ENGINEERING POC AT usarmy.pica.devcom-ac.mbx.ecp-document@army.mil. DOCUMENTATION SHALL BE IN ACCORDANCE WITH PARAGRAPH 3.3.4 OF SAE-EIA-649-1 (CURRENT REVISION) USING DD FORM 1695 (CURRENT REVISION) LOCATED AT http://www.dtic.mil/whs/directives/infomgt/forms/.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:
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1 Aug 2025