SOLICITATION, OFFER, AND AWARD	1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700 ▶	RATING	PAGE 1 OF 106

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	FA810526RB0010004	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	10 Jul 2026	

7. ISSUED BY CODE FA8105	8. ADDRESS OFFER TO *(If other than Item 7)*
FA8105 AFLCMC WKK CP 405 736 4908, 3001 STAFF DR STE 2AI 85A TINKER AFB, OK 73145-3303 UNITED STATES CATINA BAKER, Email: catina.baker@us.af.mil Telephone: 4057367502 BRANDI SHELDEN, Email: brandi.shelden@us.af.mil Telephone: 405-734-1798	

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

SOLICITATION

9. Sealed offers in original and __ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in __ until _12:00 PM_ local time _02 Nov 2026_. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ▶	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*	C. EMAIL ADDRESS
	CATINA BAKER	(405) 736-7502	catina.baker@us.af.mil

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER ()	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified):* ▶	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

Section A - Solicitation/Contract Form

KC-135 Center Console Refresh Revision 2

KC-135 Center Console Refresh Revision 2
NAICS: 336413
Size Standard: 1250 Employees

Product Service Code: 1680

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies / Services	Estimated Quantity	Unit	Unit Price	Amount
0001	Development PDR, Post PDR, PICO, Test, Software, Support Equipment, Prototype Support Equipment, Material All deliverables required until the attached SOW paragraphs must be accepted by the government as complete prior to the closure of this CLIN to include all associated SOW Paragraph CDRL deliverables. (CDR, Min order). The contractor shall provide all services, labor, and other development activities in accordance with SOW Sections 5.0, 6.0, 8.0, 9.0, and 10.0. All other tasks related to development, testing, and integration contained in the SOW that is not priced elsewhere. The Contractor shall bill the cost price amount at the end of each month. A001, A002, A003, A004, A005, A006, A007, A008, A009, A010, A011, A012, A013, A014, A015, A016, A017, A018, A019, A020, A021, A022, A023, A024, A025, A026, A027, A028, A029, A030, A031, A032, A033, A034, A035, A036, A037, A038, A039, A040, A041, A042, A043, A044, A045, A046, A047, A048, A049, A050, A051, A052, A053, A054, A057, A058, A059, A060, A061, A062, A063, A064, A065, A066, A067, A068, A069, A070, A071, A072, A073, A074, A075, A076, A078, A079, A082, A084, A086, A088, A089, A090, A091, A092, A093, A094, A095, A096, A097, A098, A100, A101, A102, A103, A105, A106, A107, A108, A110, A111, A112, A113, A114, A115, A116, A117, A118, A119, A120, A121, A122, A126, A127, A128, A129, A130, A132, A133, A135, A136, A137, A138, A139, A140, A142 Product Service Code: 1680				
0001AA	Development through PDR PDR-PDR (Min Order) Flight Display and Fuel Interface Line Replaceable Unit (LRU) Development- Preliminary in accordance with SOW Sections 6.0 and 13.0. A001, A003, A004, A005, A006, A007, A008, A009, A010, A011, A016, A017, A021, A022, A023, A024, A027, A028, A029, A030, A031, A036, A039, A042, A043, A044, A046, A047, A048, A049, A050, A051, A059, A061, A064, A069, A071, A073, A074, A075, A077, A078, A086, A091, A093, A094, A095, A096, A100, A103, A105, A106, A107, A112, A115, A116, A120, A137 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		

0001AB	Development from PDR to CDR CDR - Critical Design Review. All deliverables required until the attached SOW paragraphs must be accepted by the government as complete prior to the closure of this CLIN to include all associated SOW Paragraph CDRL deliverables IAW SOW Section 6.0. A003, A004, A005, A006, A007, A008, A009, A010, A011, A016, A018, A019, A020, A021, A022, A023, A026, A027, A028, A030, A031, A032, A033, A036, A039, A040, A041, A043, A044, A046, A047, A048, A049, A051, A059, A062, A063, A064, A069, A073, A074, A075, A077, A078, A079, A084, A086, A091, A093, A094, A095, A096, A097, A100, A103, A105, A106, A112, A113, A115, A116, A117, A120, A121, A127, A129, A135, A136, A137, A139 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AC	System Test and Evaluation System Test and Evaluation covers the labor and materials required to conduct a comprehensive System Test and Evaluation (T&E) program. The work shall be performed in accordance with the terms and conditions of the SOW Section 9.0. A008, A018, A027, A030, A050, A051, A052, A054, A057, A058, A059, A062, A097, A113, A114, A115, A118, A126, A130, A140 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AD	Material - Development Kits Material - This CLIN contains the cost for the material required components required for CCR: A/B Kit required for use in accordance with SOW Sections 8.0 and 10.0. Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AE	Prototype Support, Installation, and Operational Testing Prototype - Contractor shall kit the material and install CCR A/B Kit components on two prototype USAF KC-135 AC and conduct PICO. Prototype is defined as first installation of A/B Kits in accordance with SOW Sections 8.0 and 13.0. A008, A034, A053, A054, A064, A068, A088, A097, A112, A140 DD250 required.	1	Lot		

	Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee				
0001AF	Qualification, Development, and Operational Testing Test - Successful completion of Qualification/Operational Testing. All deliverables required until the attached SOW paragraphs must be accepted by the Government as complete prior to the closure of this CLIN to include all associated SOW paragraph CDRL deliverables IAW SOW Sections 6.0 and 9.0. A008, A009, A010, A011, A016, A018, A023, A024, A030, A031, A032, A035, A036, A037, A038, A043, A044, A045, A049, A050, A051, A052, A053, A054, A057, A058, A059, A062, A082, A094, A095, A097, A100, A103, A107, A112, A113, A114, A117, A126, A127, A129, A130 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AG	Material- Development Spares Prototype spares- This CLIN is for the delivery of CCR Prototypes spares in accordance with SOW Sections 8.0 and 13.0. To include two (2) prototypes spares. Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AH	Black Label HW & SW Certification Software - All deliverables required until the attached SOW paragraphs must be accepted by the Government as complete prior to the closure of this CLIN to include all associated SOW paragraph CDRL deliverables including Black Label in accordance with SOW Sections 5.0 and 6.0. A016, A019, A020, A030, A041, A053, A063, A103, A120, A121, A132 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AJ	Systems Engineering and Program Management This Contract Line Item Number (CLIN) shall encompass the full range of Systems Engineering (SE) and Program Management (PM) tasks required to successfully execute the program from inception through completion. The work shall be performed in accordance with SOW Sections 5.0, 6.0, and 9.0. A002, A004, A005, A006, A009, A012, A013, A014, A015, A020, A021, A022, A023, A024, A025, A031, A032, A034, A035, A036, A037, A038, A039, A040, A042, A044, A045, A046, A047, A048, A049, A054, A060, A061, A062, A065,	1	Lot		

	A066, A067, A070, A071, A072, A073, A074, A075, A077, A079, A080, A082, A089, A090, A091, A092, A093, A100, A101, A102, A106, A107, A108, A110, A111, A112, A113, A114, A115, A117, A119, A122, A128, A133, A135, A136, A138, A139, A142 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee				
0001AK	Aircrew and Maintenance Training This CLIN contains the cost for the courseware, labor, services, equipment and facilities to implement training for aircrew and maintenance service members in accordance with SOW Section 13.5. A076, A142 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0001AL	Support Equipment Support Equipment - would include any ancillary equipment required for the support of the CCR update in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0002	Simulator Kits Design Review. All deliverables required until the attached SOW paragraphs must be accepted by the government as complete prior to the closure of this CLIN to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Section 2.0. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Cost Plus Incentive Fee	1	Lot		
0003	Systems Integration Laboratory (SIL) Development or Update of Systems Integration Laboratory (SIL). The Contractor shall provide all services, labor, parts and materials, (development and testing of SIL & SIL components in accordance with SOW Sections 7.0 (a-f) and 9.0. A055, A056, A057, A109, A113, A114, A123, A124, A131, A134 Product Service Code: 1680	1	Lot		

	Item UID Required: Yes Pricing Arrangement: Cost Plus Incentive Fee				
0004	Data - EMD Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Data shall be provided in accordance with SOW. Delivery will be in accordance with the individual DD 1423. This CLIN includes delivery of the Data/Intellectual Property developed under this contract. A-Kit NSP Data Submittal for Unlimited Rights for A-Kit Data. B-Kit NSP Data Submittal for Unlimited Rights for B-Kit Data. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	
0005	Travel Travel Cost associated with the Development, Integration, and Test efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with the development, integration, and test efforts for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
0006	Intellectual Property This CLIN includes delivery of the Data/Intellectual Property developed under this contract in accordance with SOW Section 10.0. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot	Not Separately Priced	
0007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
0007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0.	14	Each		

	DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0007AB	First Article Inspection Production A-KITS This CLIN includes the cost associated with First Article Inspection, First Article Inspection Reports, and Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Section 12.0. A098, A141 DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	2	Each		
0008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
0008AA	Production B-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	10	Each		
0008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	2	Each		
0008AC	First Article Inspection Production B-KITS This CLIN includes the cost associated with First Article Inspection, First Article Inspection Reports, and Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Section 12.0. A098, A141	2	Each		

	DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A061, A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
0010	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification IAW SOW Section 12. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0012	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for				

	the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0014	Simulator Kits This CLIN is for the delivery of Simulator Kits in accordance with SOW Section 12.0. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	3	Each		
0015	Systems Integration Lab(s) Delivery and Update of Systems Integration Laboratory (SIL). The Contractor shall provide all services, labor, parts and materials in accordance with SOW 7.0 (g) A018, A019, A023, A064, A109 Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price				
0016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
0017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
	Travel - Production				

0018	Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
0019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
0020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0. The contractor shall provide a FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase				

0021	these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/ Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 1007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Section 12.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	50	Each		
Option Line Item 1008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 1008AA	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Section 12.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 1008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
	Support Equipment This CLIN includes the cost				

Option Line Item 1009	associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1010	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification in accordance with SOW Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Each		
Option Line Item 1011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1012	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104	12	Months		

	Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1014	Simulator Kits This CLIN is for the delivery of Simulator Kits. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	6	Each		
Option Line Item 1015	Systems Integration Lab(s) Delivery and Update of Systems Integration Laboratory (SIL). The Contractor shall provide all services, labor, parts and materials in accordance with SOW 7.0 (g). A018, A019, A023, A064, A109 Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price				
Option Line Item 1016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for				

Option Line Item 1018	all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
Option Line Item 1019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 1020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 1021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0, and all subsequent paragraphs. The contractor shall provide FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM). The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total	1	Lot		

	Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price				
Option Line Item 2007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 2007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	50	Each		
Option Line Item 2008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 2008AA	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 2008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 2009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
	Installations Surge Installation - This CLIN includes the labor associated with the				

Option Line Item 2010	installation of the CCR Modification in accordance with SOW Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 2011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2012	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 2014	Simulator Kits This CLIN is for the delivery of Simulator Kits. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	6	Each		
Option Line Item 2015	Systems Integration Lab(s) Delivery and Update of Systems Integration Laboratory (SIL). The Contractor shall provide all services, labor, parts and materials in accordance with SOW 7.0 (g). A018, A019, A023, A064, A109 Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 2016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
Option Line Item 2018	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
	Over and Above				

Option Line Item 2019	Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 2021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares IAW with SOW Sections 5.0 and 13.0. The contractor shall provide a FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/ Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/ material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
	Production A-KITS				

Option Line Item 3007AA	This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	47	Each		
Option Line Item 3008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 3008AA	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 3008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 3009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3010	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification in accordance with SOW Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
	Production Configuration Control/Engineering Change Orders				

Option Line Item 3011	This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3012	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3014	Simulator Kits This CLIN is for the delivery of Simulator Kits. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	6	Each		

Option Line Item 3016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 3017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a parthereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
Option Line Item 3018	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
Option Line Item 3019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091,	12	Months		

	A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 3021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0. The contractor shall provide FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 4007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 4008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 4008AA	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0.	45	Each		

	DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 4009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4010	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification in accordance with SOW Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 4011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided				

Option Line Item 4012	by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
Option Line Item 4018	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall				

	not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
Option Line Item 4019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 4020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 4021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0. The contractor shall provide FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 5007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 5007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 5008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 5008AA	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 5008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 5009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification in accordance with SOW				

Option Line Item 5010	Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 5011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5012	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		

Option Line Item 5016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 5017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a part hereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
Option Line Item 5018	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
Option Line Item 5019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 5020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010,	12	Months		

	A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 5021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0. The contractor shall provide FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based pricing matrix. Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6007	Production A-KITS Product Service Code: 1680 Item UID Required: Yes				
Option Line Item 6007AA	Production A-KITS This CLIN includes the cost associated with Production A-Kits, including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	53	Each		
Option Line Item 6008	Production B-KITS Product Service Code: 1680 Item UID Required: Yes				
	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as				

Option Line Item 6008AA	determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	53	Each		
Option Line Item 6008AB	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW Section 13.7.1. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 6009	Support Equipment This CLIN includes the cost associated with Support Equipment as determined by the CCR solution in accordance with SOW Sections 8.0, 9.0, and 13.0. A069, A077 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 6010	Installations Surge Installation - This CLIN includes the labor associated with the installation of the CCR Modification in accordance with SOW Section 12.0. A068, A125 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	45	Each		
Option Line Item 6011	Production Configuration Control/Engineering Change Orders This CLIN includes Production Configuration Control/Engineering Change Order whether submitted by the contractor or at the Government's request in accordance with SOW Sections 6.0, 11.0, and 12.0. A004, A005, A006. A025, A065, A066, A067, A070, A101, A119 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
	Maintenance & Repair Support This CLIN includes the cost for repairs of Non-Warranty LRU Repairs for the CCR Program. The contractor shall evaluate all hardware returned in accordance with the warranty plan. The contractor shall				

Option Line Item 6012	notify the ACO/PCO of all returned items not covered by the warranty plan. The contractor shall only perform non-warranty repair actions after ACO/PCO authorization is received. All repairs shall be evaluated IAW MIL Standard 38734. The contractor shall follow the disposition instructions provided by the Contracting Officer for all items found to be beyond economical repair in accordance with the provisions of contract Appendix B. This CLIN includes Depot Activation support to enable transition from warranty and non-warranty repair to depot repair. The contractor shall partner with the Government determined Source of Repair to stand up a depot repair line for the KC-135 CCR program components in accordance with SOW Section 13.0. A086, A087, A104 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 6013	Technical Orders This CLIN is for sustainment and delivery of CCR Technical Order updates to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 6.0, 7.0, and 10.0. A007, A055, A064 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 6016	Training This CLIN includes the cost associated with the development of CCR Training in accordance with SOW Section 13.5. A076 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 6017	Data Data Submittal - Contract Deliverable Requirements List for CCR. The Contractor shall provide data in accordance with the requirements set forth on the DD form 1423s attached and made a partthereof. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price			Not Separately Priced	
	Travel - Production Travel Cost associated with the Production efforts to include Contract Field Installation (CFT) Teams for the CCR Program. The contractor shall use this CLIN for all allowable travel cost associated with production efforts				

Option Line Item 6018	to include Contract Field Team installations for the CCR Program in accordance with SOW Section 15.0. Contractor Travel shall be in accordance with Joint Travel Regulation. The Contractor shall not travel without coordination from the program office. The Contractor shall provide a travel estimate at the request of the contracting officer. Product Service Code: 1680 Pricing Arrangement: Cost No Fee				
Option Line Item 6019	Over and Above Labor and material associated with maintenance work required to complete with CCR installation discovered during any CCR contractor install. The contractor shall submit over and above work labor hour requests and proposals to the Contracting Officer for approval prior to completion. This CLIN includes the A/B-Kit non-warranty items. Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price				
Option Line Item 6020	Program Management - P&D This CLIN is for the delivery of Program Management requirements to include all associated SOW Paragraph CDRL deliverables in accordance with SOW Sections 5.0, 6.0, 12.0, and 13.0. A004, A005, A006, A007, A008, A010, A011, A060, A072, A073, A080, A081, A083, A084, A085, A089, A090, A091, A092, A099, A108, A110, A111, A116, A117, A122, A138 Product Service Code: 1680 Pricing Arrangement: Firm Fixed Price	12	Months		
Option Line Item 6021	LRU Spares This CLIN includes the cost associated with the production of CCR LRU Spares in accordance with SOW Sections 5.0 and 13.0. The contractor shall provide an FFP, menu-based pricing matrix for individual pricing of each part required in the Bill of Materials (BOM) and shall not exceed the kit price when totaled. The government will have the ability to purchase these items individually for occurrences of Beyond Fair Wear and Tear (BFWT) (parts determined to not be warrantied) or for Acquiring Spares/Parts/Material, parts/material spares lay-ins; first time buy or increases to the quantity of parts/ material/Support Equipment (SE) in the government inventory. Note: Parts/Materials contained in the BOM will be evaluated for Total Evaluated price at the Kit level and not the parts menu-based	1	Lot		

	pricing matrix Product Service Code: 1680 Item UID Required: Yes Pricing Arrangement: Firm Fixed Price				

Section C - Description/Specifications/Statement of Work

Requirements

KC-135 Center Console Refresh Revision 2

Section D - Packaging and Marking

MIL-STD-129 is applicable.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price. (Alternate I)	Aug 1996	Alternate I	Jul 1985
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001		
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		
52.246-16	Responsibility for Supplies.	Apr 1984		

Overall Contract Inspection/Acceptance Locations

0001AA	Inspection and Acceptance Location Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions. DoDAAC: FA8105 CountryCode: USA FA8105 AFLCMC WKK CP 405 736 4908, 3001 STAFF DR STE 2AI 85A TINKER AFB, OK 73145-3303 UNITED STATES

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Estimated Quantity	Address and POC	Special Handling/Notes
0001				FoB Details Contractor FoB Point
0001AA		1 Lot		FoB Details Contractor Origin (Shipping Point)
0001AB		1 Lot		FoB Details Contractor Origin (Shipping Point)
0001AD		1 Lot		FoB Details Contractor Origin (Shipping Point)
0001AE		1 Lot		FoB Details Government Destination
0001AF		1 Lot		FoB Details Government Destination
0001AG		1 Lot		FoB Details Government Destination
0001AH		1 Lot		FoB Details Government Destination
0001AJ		1 Lot		FoB Details Government Destination
0001AK		1 Lot		FoB Details Government Destination
0001AL		1 Lot		FoB Details Government Destination
0002		1 Lot		FoB Details Government Destination
0003		1 Lot		FoB Details Government Destination
0004		1 Lot		FoB Details Government Destination
0005				FoB Details Contractor Other
		1 Lot		FoB Details

0006				Government Destination
0007				FoB Details Contractor Destination
0007AA		14 Each		FoB Details Government Destination
0007AB		2 Each		FoB Details Government Destination
0008				FoB Details Contractor Destination
0008AA		10 Each		FoB Details Government Destination
0008AB		2 Each		FoB Details Government Destination
0008AC		2 Each		FoB Details Government Destination
0009		1 Lot		FoB Details Government Destination
0010				FoB Details Contractor Destination
0011				FoB Details Contractor Origin (Shipping Point)
0012				FoB Details Contractor Destination
0013				FoB Details Contractor Origin (Shipping Point)
0014		3 Each		FoB Details Government Destination
0015				FoB Details Contractor Destination
0016		12 Months		FoB Details Contractor Origin (Shipping Point)
0017				FoB Details Contractor Origin (Shipping Point)
0018				FoB Details Contractor Other

0019				FoB Details Contractor Origin (Shipping Point)
0020		12 Months		FoB Details Contractor Origin (Shipping Point)
0021		1 Lot		FoB Details Government Destination
Option Line Item 1007				FoB Details Contractor Destination
Option Line Item 1007AA		50 Each		FoB Details Government Destination
Option Line Item 1008				FoB Details Contractor Destination
Option Line Item 1008AA		45 Each		FoB Details Government Destination
Option Line Item 1008AB		8 Each		FoB Details Government Destination
Option Line Item 1009		1 Lot		FoB Details Government Destination
Option Line Item 1010		12 Each		FoB Details Government Destination
Option Line Item 1011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 1012		12 Months		FoB Details Government Destination
Option Line Item 1013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 1014		6 Each		FoB Details Government Destination
Option Line Item 1015				FoB Details Contractor Destination
Option Line Item 1016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 1017				FoB Details Contractor Origin (Shipping Point)
				FoB Details Contractor

Option Line Item 1018				Other
Option Line Item 1019				FoB Details Contractor Origin (Shipping Point)
Option Line Item 1020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 1021		1 Lot		FoB Details Government Destination
Option Line Item 2007				FoB Details Contractor Destination
Option Line Item 2007AA		50 Each		FoB Details Government Destination
Option Line Item 2008				FoB Details Contractor Destination
Option Line Item 2008AA		45 Each		FoB Details Government Destination
Option Line Item 2008AB		8 Each		FoB Details Government Destination
Option Line Item 2009		1 Lot		FoB Details Government Destination
Option Line Item 2010		45 Each		FoB Details Government Destination
Option Line Item 2011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 2012		12 Months		FoB Details Government Destination
Option Line Item 2013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 2014		6 Each		FoB Details Government Destination
Option Line Item 2015		1 Each		FoB Details Government Destination
Option Line Item 2016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 2017				FoB Details Contractor Origin (Shipping Point)

Option Line Item 2018				FoB Details Contractor Other
Option Line Item 2019				FoB Details Contractor Origin (Shipping Point)
Option Line Item 2020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 2021		1 Lot		FoB Details Government Destination
Option Line Item 3007				FoB Details Contractor Destination
Option Line Item 3007AA		47 Each		FoB Details Government Destination
Option Line Item 3008				FoB Details Contractor Destination
Option Line Item 3008AA		45 Each		FoB Details Government Destination
Option Line Item 3008AB		8 Each		FoB Details Government Destination
Option Line Item 3009		1 Lot		FoB Details Government Destination
Option Line Item 3010		45 Each		FoB Details Government Destination
Option Line Item 3011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 3012		12 Months		FoB Details Government Destination
Option Line Item 3013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 3014		6 Each		FoB Details Government Destination
Option Line Item 3016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 3017				FoB Details Contractor Origin (Shipping Point)
Option Line Item 3018				FoB Details Contractor

				Other
Option Line Item 3019				FoB Details Contractor Origin (Shipping Point)
Option Line Item 3020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 3021		1 Lot		FoB Details Government Destination
Option Line Item 4007				FoB Details Contractor Destination
Option Line Item 4007AA		45 Each		FoB Details Government Destination
Option Line Item 4008				FoB Details Contractor Destination
Option Line Item 4008AA		45 Each		FoB Details Government Destination
Option Line Item 4008AB		8 Each		FoB Details Government Destination
Option Line Item 4009		1 Lot		FoB Details Government Destination
Option Line Item 4010		45 Each		FoB Details Government Destination
Option Line Item 4011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 4012		12 Months		FoB Details Government Destination
Option Line Item 4013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 4016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 4017				FoB Details Contractor Origin (Shipping Point)
Option Line Item 4018				FoB Details Contractor Other
Option Line Item 4019				FoB Details Contractor Origin (Shipping Point)

Option Line Item 4020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 4021		1 Lot		FoB Details Government Destination
Option Line Item 5007				FoB Details Contractor Destination
Option Line Item 5007AA		45 Each		FoB Details Government Destination
Option Line Item 5008				FoB Details Contractor Destination
Option Line Item 5008AA		45 Each		FoB Details Government Destination
Option Line Item 5008AB		8 Each		FoB Details Government Destination
Option Line Item 5009		1 Lot		FoB Details Government Destination
Option Line Item 5010		45 Each		FoB Details Government Destination
Option Line Item 5011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 5012		12 Months		FoB Details Government Destination
Option Line Item 5013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 5016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 5017				FoB Details Contractor Origin (Shipping Point)
Option Line Item 5018				FoB Details Contractor Other
Option Line Item 5019				FoB Details Contractor Origin (Shipping Point)
Option Line Item 5020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 5021		1 Lot		FoB Details Government

				Destination
Option Line Item 6007				FoB Details Contractor Destination
Option Line Item 6007AA		53 Each		FoB Details Government Destination
Option Line Item 6008				FoB Details Contractor Destination
Option Line Item 6008AA		53 Each		FoB Details Government Destination
Option Line Item 6008AB		8 Each		FoB Details Government Destination
Option Line Item 6009		1 Lot		FoB Details Government Destination
Option Line Item 6010		45 Each		FoB Details Government Destination
Option Line Item 6011		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 6012		12 Months		FoB Details Government Destination
Option Line Item 6013		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 6016		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 6017				FoB Details Contractor Origin (Shipping Point)
Option Line Item 6018				FoB Details Contractor Other
Option Line Item 6019				FoB Details Contractor Origin (Shipping Point)
Option Line Item 6020		12 Months		FoB Details Contractor Origin (Shipping Point)
Option Line Item 6021		1 Lot		FoB Details Government Destination

FAR Clauses Incorporated by Reference

Variation

Number	Title	Effective Date	Alternate/ Deviation	Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-17	Government Delay of Work.	Apr 1984		
52.247-29	F.o.b. Origin.	Feb 2006		
52.247-34	F.o.b. Destination.	Jan 1991		

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

DD250

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

applicable invoice and receiving report, as specified by the Contracting Officer.

Combo or 2in1

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

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	FA8105
Admin DoDAAC	S2401A
Inspect By DoDAAC	FA8105 or S2401A
Ship To Code	See Schedule at the Order level
Ship From Code	See Schedule at the order level
Mark For Code	See Schedule at the order level
Service Approver (DoDAAC)	FA8105 or S2401A
Service Acceptor (DoDAAC)	FA8105 or S2401A
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*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.

Not Applicable

(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

LCMC/WLK - H001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION, TRAINING AND TESTING (OMITT)

a. Definitions. As used in this special contract requirement and associated CLINs:

1. **"Required Data"** includes all commercial and other than commercial technical data (including Detailed Manufacturing or Process Data [DMPD] as defined at R-DFARS 252.227-7989, development tools (including compilers), computer software (including source code, executable code, scripts, and libraries), computer software documentation, computer databases, and graphics developed, generated, or delivered under this contract pertaining to the **Center Console Refresh (CCR)** program. This includes all such data necessary to conduct, support, or verify Operation, Maintenance, Installation, Testing, or Training (OMITT) activities, regardless of whether those activities are performed by Government, military, civilian, or third-party contract personnel.

2. **"Operation"** includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, utilization of, familiarization of, emergency use of, and functional use of the CCR program--**including, but not limited to**, the Fuel System, Flight Display System, Flight Computer, Autothrottles, Kits, Support Equipment (SE), Aircrew Training Devices (ATDs), Testing, and Ground Training Devices (GTDs)--to perform their intended functions. Operation also includes identifying, cataloging, stocking, sourcing, acquiring, procuring, replenishing, packaging, handling, storing, and transporting any CCR system and their subsystems, assemblies, subassemblies, components, parts, and pieces.

3. **"Maintenance"** includes all capabilities to maintain, sustain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, or overhaul (to maintain in, or restore to, a serviceable condition) any CCR Program system. Maintenance includes Depot-Level Maintenance, Organizational-Level Maintenance, and sustainment of the Required Data itself.

4. **"Installation"** includes all technical data, planning data, engineering drawings, configuration files, and documentation used in the initial standup, configuration, and continued sustainment of operational sites, maintenance facilities, test cells, test stands and benches, tools, support equipment, communications, data links, security, and supply chain management in support of the **CCR program.**

5. **"Training"** includes all technical data, computer software, and documentation used for formal and informal classroom, simulation, and supervised or unsupervised instruction in the operation, use, testing, supply chain management, or maintenance of the **CCR program.**

6. **"Testing"** includes all formal and informal test events conducted either by contractor or Air Force personnel. Types of testing include, but are not limited to: Qualification Testing, Software Testing, Sub-system Testing, System Integration Lab Testing, Automated Testing, Regression Testing, Developmental Testing, Integration Testing, Engineering Checkouts, Ground Testing, Flight Testing, and Operational Testing.

7. **"Depot-Level Maintenance"** includes:

(a) installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout;

(b) maintenance performed, including modification, testing and reclamation, on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items;
(c) software maintenance;
(d) interim contractor support or contractor logistics support (or any similar contractor support), to the extent that such support is for the performance of services described above; and
(e) maintenance performed for continuous mission performance.

Depot-Level Maintenance does not include the manufacture of new items but may include the overhaul or refurbishment of existing items.

8. **"Organizational-Level Maintenance"** is on-equipment maintenance exclusively performed in the field, on the flight line, or at the equipment site. "Organizational-Level Maintenance" includes: inspection, service, lubrication, adjustment, calibration, preventive maintenance, limited repair, or replacement of equipment, as well as the replacement of parts, minor assemblies, and subassemblies.

9. **"Software Maintenance"** includes all activities required to sustain the operational utility of the computer software throughout its lifecycle. This includes decompiling, analyzing, modifying, updating, and recompiling source code to: (i) correct errors, bugs, or defects; (ii) implement cybersecurity patches and vulnerability remediations; and (iii) adapt the software to interface with modified hardware, operating systems, or external systems.

10. Other terms used in this special contract requirement that are defined in the following clauses have the same meaning in this clause as set forth in those clauses: R-DFARS 252.227-7989 and R-DFARS 252.227-7990.

b. Delivery Requirements. Pursuant to **CLINs 0004 and 0017** and the provisions of R-DFARS 252.227-7995 (DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (DEVIATION 2026-O0036), the Contractor shall deliver all Required Data.

1. **General.** The Contractor shall deliver Required Data having suitable characteristics (e.g., content, format, and delivery medium) to support OMITT activities, including:

(a) No less information or detail than industry standards, nor less than the Contractor typically requires or uses to perform such OMITT activities; and
(b) Additional information or detail necessary for military purposes related to OMITT activities.

2. **Maintenance Technical Data and Computer Software.** Required Data must comprise a complete package of all technical data and computer software for enabling Maintenance of the CCR Program without exception. This includes technical data and computer software used in the installation, deinstallation, disassembly, and reassembly, at the lowest practicable segregable level. Examples of technical data and computer software needed to perform Maintenance include, but are not limited to:

(a) Detailed technical data and information regarding all systems;
(b) Depot-Level, Intermediate-Level, and Organizational-Level Maintenance technical data and information regarding all systems, subsystems, and components;
(c) Interface Control Documents (ICDs);
(d) Computer software source code necessary to perform Depot-Level or Organizational-Level Maintenance of computer programs and scripts;
(e) Computer software libraries used by source code necessary to perform Depot-Level or Organizational-Level Maintenance;
(f) Computer software compilers and computer software tools necessary to perform Depot-Level or Organizational-Level Maintenance; and
(g) Computer software and computer software documentation necessary to perform Depot-Level or Organizational-Level Maintenance.

c. License Rights.

1. **Standard DFARS Rights.** Pursuant to the contract clauses governing rights in technical data and computer software (R-DFARS 252.227-7989 and 252.227-7990) the Government is granted Unlimited Rights in technical data required for OMITT activities (other than DMPD) and all computer software documentation.

2. **Government Purpose Rights (GPR) Compromise.** For purposes of this contract, the Government agrees to accept Government Purpose Rights (GPR), as defined in R-DFARS 252.227-7989, in **Required Data**, *excluding* the following:

(a) Commercial computer software;
(b) Non-commercial computer software developed exclusively at private expense; and
(c) DMPD developed exclusively at private expense.

3. **Commercial Computer Software.** Required Data that is commercial computer software shall be delivered subject to a commercial license that meets the minimum requirements set forth in **LCMC/WLK - H003 - COMMERCIAL COMPUTER SOFTWARE LICENSE**.

4. **Privately Developed Data/Software.** Any Required Data, other than commercial computer software or DMPD, that was developed exclusively at private expense shall be delivered subject to the default restrictive rights (Limited Rights or Restricted Rights) in accordance with R-DFARS 252.227-7989 or R-DFARS 252.227-7990. The Contractor shall identify and assert its proposed category of license rights for such data in accordance with standard DFARS assertion procedures prior to delivery.

d. Technical Data and Computer Software of Subcontractors and Suppliers. The Contractor's obligations in this special contract clause shall apply to all Required Data, including all Required Data developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the Required Data is or relates to commercial items or other than commercial items. The Contractor shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

e. Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in R-DFARS 252.227-7997. The Contracting Officer reserves the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.

LCMC/WLK - H002 - IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE

a. Definitions. Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. R-DFARS 252.227-7989;

2. R-DFARS 252.227-7990;

3. R-DFARS 252.227-7992; or

4. R-DFARS 252.252.227-7993;

5. H001 Delivery and License Rights For Technical Data Necessary For Operation, Maintenance, Installation and Testing (OMITT)

b. Identification and Assertion of Restrictions. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. In Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix, the contractor (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than the rights identified in the same document

-Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix as follows:

(a) Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to R-DFARS 252.227-7992.

(b) Commercial Technologies. The contractor also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same

types of information at the lowest practicable segregable level, using a similar format, and following the same procedures and requirements as specified at R-DFARS 252.227-7992.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix after contract award.

(a) Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of R-DFARS 252.227-7989 respectively.

(b) Commercial Technologies. The contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision

would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e. based on new information, or inadvertent omissions that would not have materially affected

source selection).

(c) Upon request by the Contracting Officer, the contractor shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions, such as existing documentation supporting and claim of commerciality.

c. Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the contractor shall--

1. Ensure that the technical data and computer software are identified by their commonly used commercial descriptions, if possible, and also identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

d. Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The contractor shall concurrent with proposal submission provide copies of all proposed specially negotiated licenses, commercial licenses, non-disclosure agreements, and any asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at R-DFARS 252.227-7990.

e. Subcontracts. The Contractor shall include the substance of this clause in subcontracts under this contract.

LCMC/WLK - H003 -COMMERCIAL COMPUTER SOFTWARE LICENSE

In accordance with the present clause and concurrent with proposal submission, the Contractor shall provide license agreement information for all COMMERCIAL computer software licenses to be obtained on behalf of or transferred to the US Government under this contract. In this arrangement, the Government may ultimately become the Licensee in certain COMMERCIAL computer software licenses, which software is specifically defined at R-DFARS 252.227-7989. In order to permit the Government to become a Licensee in the COMMERCIAL computer software licenses, the Contractor shall first pre-review the COMMERCIAL computer software licenses intended for transfer to the Government to verify compliance with any one of Alternatives I, II or III, as shown below.

License agreements shall be provided to the Government Contracting Officer concurrent with proposal submission to ensure compliance with the terms and conditions shown below (Alternatives I and II only) to the extent known at the time an offer is submitted to the Government. For any COMMERCIAL computer software licenses which are not reasonably identifiable concurrent with proposal submission, such license shall be first pre-approved by the Government Contracting Officer prior to their incorporation into a system deliverable to ensure compliance with the terms and conditions shown below (Alternatives I and II only). This obligation to obtain pre-approval by the Government Contracting Officer, as described above, continues throughout contract administration.

In view of the above, it should be understood that the Government will not accept the COMMERCIAL computer software deliverables under the present contract until the Contractor satisfies at least one of Alternatives I, II or III, as described below. Furthermore, the Contractor hereby understands and agrees that Alternative I shall be the default selection, unless the Contractor makes an affirmative written election otherwise.

This clause does not apply to open source software.

The Contractor shall include the substance of this clause in subcontracts under this contract.

Alternate I:

The terms and conditions required to permit any COMMERCIAL computer software licenses to be transferred to the Government (e.g., Government to become a Licensee) include the following:

1. Any license shall be perpetual in nature and may not be unilaterally terminated by the Licensor. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.

2. The Licensor shall not use the fact that the Licensees using the Licensor's products in any notification to the public (e.g., no publicity rights permitted).

3. The Licensee is a Federal entity governed by Federal Statutes, Case Law, and Federal Regulations. Therefore, the Licensor shall remove any references to binding the Licensee through any laws of any municipality, state, or foreign country.

4. The Licensor shall not include any clauses indicating a right to enter the premise of Licensee for the purpose of auditing the use of any license, as the Licensee cannot allow an auditor physical access to the Licensee's facility due to security concerns. The Licensor may submit to the Licensee written notice indicating a substantiated belief that the Licensee is not using the software within the terms described in the license and the Licensee may consider conducting its own internal audit and providing a certified statement of its findings to the Licensor.

5. The Licensor shall not use any integration clauses.

6. The Licensor shall not use any injunctive relief clauses as the Licensor cannot prevent the Licensee from performing mission operations.

7. The Contractor shall provide documentation to clearly correlate or map software license(s) to:

(a) Contract Line Item Numbers (CLINS);

(b) Contract Deliverables (CDRLS);

(c) Paragraphs in the statement of work (SOW); and/or

(d) Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain COMMERCIAL computer software corresponding to certain software license agreement(s) are

physically located on the system to be delivered under the contract.

8. The Licensor shall not include any clauses in the license agreement that in any way restrict assignment to the Government and/or restrict the Contractor from continuing as a licensee in said license agreement for the beneficial use of said license agreement by the Government.

9. The license shall not comment on the entitlement to attorney fees in the event of a dispute.

10. The license shall not disclaim all warranties through use of an "as is" provision.

11. The license shall not restrict the Government from using the product at various sites (i.e., applicable to a product-type license for a movable product, as opposed to a site-specific license for a non-movable product) nor use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the AFNet. In performance of the AFNet, Government personnel as well as Government contractors may use the software. Additionally, the software may be used at Government sites and Government contractor sites and the sites may change overtime. Thus, the software license shall be flexible to accommodate this situation if applicable.

12. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill AFNet requirements.

13. The Licensor shall include the following clause (and no other) for disputes: "Since the Licensee is a Government entity, any dispute arising from or in connection with this agreement shall be subject to resolution in accordance with the Disputes Clause included in the basic contract and/or the Government may also consider resolving any disputes using an appropriate Alternate Dispute Resolution (ADR) remedy."

14. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

15. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government Contract No. FA8105-xx-D-000x.

Alternate II:

1. Add the clause described below to all third party COMMERCIAL computer software licenses with advance notice to and/or consent of applicable third party software vendors of said computer software licenses, for which said licenses are intended to be transferred to the Government: "The Government agrees to the provisions of the present Software License, as set forth above and affixed as an attachment to this Government Contract No. FA8105-xx-D-000x, to the extent that the provisions of the Software License are consistent with Federal procurement law(s) and at least the Revolutionary Department of Defense Federal Acquisition Regulation Supplement (R-DFARS) section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); R-DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described herein above, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspector test any software, software documentation and/or service associated with the present Software License and tendered in performance of this contract for compliance there with. In the event that said software, software documentation and/or service are deemed noncompliant, the Government shall be entitled to replacement, refund and/or equitable relief

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to the above-described Government Contract.

4. Contractor shall satisfy sub-section 7, under Alternate I, as described herein above.

Alternate III:

1. If the Licensor will not agree to the terms and conditions cited above in Alternatives I and II; and/or as contained in R-DFARS 227.7202, the Contractor shall obtain Licensor's consent to sever usage rights contained in any license(s), whereby said usage rights shall be assigned or otherwise transferred to the Government, so as to permit the Government to operate any related software or system containing the software which is associated with the license(s). All other rights and obligations contained in the license(s) shall remain with the Contractor. In this manner, the Contractor maintains their status as Licensee in said license(s) and only assigns or otherwise transfers usage rights portions thereof to the Government.

2. Contractor shall provide a listing of license renewal dates and associated fees/costs if applicable.

3. Contractor shall provide a listing and copies of all commercial computer software licenses related to this Government **Contract No. XXXX.**

4. Contractor shall satisfy sub-section 7, under Alternate I, as described herein above if applicable.

LCMC/WLK - H004 - DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from them shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the following Rights in Technical Data and Rights in Computer Software clauses of this contract, R-DFARS 252.227-7989, R-DFARS 252.227-7990, H001, H002, and H003.

The Contractor shall include the substance of this clause in subcontracts under this contract.

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-3	First Article Approval-Contractor Testing. (Alternate I)	Feb 2026	Alternate I	Jan 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-5	Material Requirements. (Deviation 2026-O0038)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.215-2	Audit and Records-Negotiation. (Alternate I)	Jun 2020	Alternate I	Mar 2009
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.216-11	Cost Contract-No Fee.	Apr 1984		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-3	Federal, State, and Local Taxes.	Feb 2026		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2026		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-18	Availability of Funds.	Apr 1984		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	Feb 2026		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.234-1	Industrial Resources Developed Under Title III of the Defense Production Act. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026		
52.244-2	Subcontracts. (Alternate I)	Jun 2020	Alternate I	Jun 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-23	Limitation of Liability.	Feb 1997		
52.246-24	Limitation of Liability-High-Value Items.	Feb 1997		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.247-68	Report of Shipment (REPSHIP).	Feb 2006		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		

52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-6	Termination (Cost-Reimbursement).	May 2004
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.249-14	Excusable Delays.	Apr 1984
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Feb 2026

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
252.215-7002	Cost Estimating System Requirements.	Jan 2025		
252.215-7015	Program Should-Cost Review.	Nov 2019		
252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments. (Alternate I)	Nov 2014	Alternate I	Nov 2014
252.217-7028	Over and Above Work.	Dec 1991		
252.219-7004	Small Business Subcontracting Plan (Test Program).	Dec 2022		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	Feb 2026	Deviation 2026-O0037	Feb 2026
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Jul 2024		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7016	Rights in Bid or Proposal Information.	Jan 2025		
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	Jan 2025		
252.227-7026	Deferred Delivery of Technical Data or Computer Software.	Apr 1988		
252.227-7030	Technical Data-Withholding of Payment.	Mar 2000		
252.227-7032	Rights in Technical Data and Computer Software (Foreign).	Jun 1975		
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	Jun 2012		
252.227-7990	Technical Data--Commercial Products and Commercial Services. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.228-7001	Ground and Flight Risk.	Mar 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.242-7004	Material Management and Accounting System.	Jan 2025		
252.242-7005	Contractor Business Systems.	Jan 2025		
252.242-7006	Accounting System Administration.	Jan 2025		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.209-3 First Article Approval-Contractor Testing. (Deviation 2026-O0038) (Feb 2026)

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

[Contracting Officer inserts details]

(a) The Contractor shall test 2 unit(s) of Lot/Item CLINs 0007 and 0008 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ____ calendar days from the date of this contract to LCMP - A098 [insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. ____, Lot/Item No. ____." Within 30 calendar days after the Government receives the test report, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

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

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

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

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

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

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

(End of clause)

52.216-5 Price Redetermination-Prospective. (Deviation 2026-O0038) (Feb 2026)

Price Redetermination-Prospective (Feb 2026) (Deviation 2026-O0038)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that-

(1) The prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to the end of the basic period, [see Note (1)] and the second and each succeeding period shall extend for 36[insert appropriate number] months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission.

(1) Not more than 18 months nor less than 12 months [see Note (2)] days before the end of each redetermination period, except the last, the Contractor shall submit-

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and-

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-1, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the second month (see Note (3)) before the submission of proposed prices in the format of Table 15-1, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded-

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by paragraphs (d)(1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by paragraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds

the sum due the Contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost- basis.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

Notes:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the number of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

(End of clause)

52.216-7 Allowable Cost and Payment. (Deviation 2026-O0038) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

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

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

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and

expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided,

contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 Incentive Fee. (Jun 2011)

Incentive Fee (Jun 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or $100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by ____[Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by ____[Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 12%[Contracting Officer insert percentage] percent or less than4%[Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-18 Ordering. (Aug 2020)

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 ____ through ____[insert dates].

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1[insert dollar figure or quantity], 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 75 units[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of 150 units[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

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

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the expiration of the contract[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days[60days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years(months) (years).

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

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

(a) Definitions. As used in this clause-

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

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

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

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

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

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

(End of clause)

52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)

Ozone-Depleting Substances (Feb 2026) (Deviation 2026-O0038)

(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)

52.225-8 Duty-Free Entry. (Oct 2010)

Duty-Free Entry (Oct 2010)

(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $20,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the-

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if-

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

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the-

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, ____[agency], Duty-free entry to be claimed pursuant to Item No(s) ____[from Tariff Schedules], Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify ____[cognizant contract administration office]for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

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

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to-

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will

be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the-

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if-

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $20,000 may be imported into the customs territory of the United States.

(End of clause)

52.246-18 Warranty of Supplies of a Complex Nature. (May 2001)

Warranty of Supplies of a Complex Nature (May 2001)

(a) Definitions. As used in this clause-

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) The Contractor warrants that for ____[Contracting Officer shall state the specific warranty period after delivery, or the specified event whose occurrence will terminate the warranty period; e.g.,the number of miles or hours of use, or combinations of any applicable events or periods of time] all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 45 days of the last delivery under this contract.. [Contracting Officer shall insert specific period of time in which notice shall be given to the Contractor; e.g.,"45days after delivery of the nonconforming supplies."; "45days of the last delivery under this contract."; or "45days after discovery of the defect."] The Contractor shall submit to the Contracting Officer a written recommendation within ____[Contracting Officer shall insert period of time] as to the corrective action required to remedy the breach. After the notice of breach, but not later than ____[Contracting Officer shall insert period within which the warranty remedies should be exercised] after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be ____[Contracting Officer shall insert period within which the Contractor must be notified of a breach as to corrected or replaced supplies] from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for ____[Contracting Officer shall insert period within which the Contractor must be notified of a breach of warranty as to corrected or replaced supplies] thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of clause)

52.247-1 Commercial Bill of Lading Notations. (Feb 2006)

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____[Name and address of the contract administration office listed in the contract].

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

____ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4 Alterations in Contract. (Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: Level 2 (Self) Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.209-7010 Critical Safety Items. **(Aug 2011)**

CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

(i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

____

____

____

____

(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

____ ____

____ ____

____ ____

(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

____ ____

____ ____

____ ____

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

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

(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 ____.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

(4) Enterprise identifier (if concatenated unique item identifier is used).

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, 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)

252.217-7001 Surge Option. **(Dec 2018)**

SURGE OPTION (DEC 2018)

(a) General. The Government has the option to-

(1) Increase the quantity of supplies or services called for under this contract by no more than ____ percent or up to 60 aircraft [insert quantity and description of services or supplies to be increased]; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Capabilities Analysis Plan (CAP) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used.

(2) If there is no CAP in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of clause)

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) **(Feb 2026)** **Deviation 2026-O0036 (Feb 2026)**

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION-- OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

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

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

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

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

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

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

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

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

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

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

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

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

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

(4) Modify computer software provided that the Government may--

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

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

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

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

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

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

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Applicability. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) Unlimited rights. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) Limited rights. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) Restricted rights. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

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

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

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

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

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

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

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

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

Technical Data or Computer Software to be Furnished With Restrictions1 (LIST)	Basis for Assertion2 (LIST)	Asserted Rights Category3 (LIST)	Name of Person Asserting Restrictions4 (LIST)
____	____	____	____

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

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

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

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

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

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

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

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

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

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

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

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

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

GOVERNMENT PURPOSE RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____
Expiration Date ____

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

(End of legend)

(4) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number ____
Contractor Name ____
Contractor Address ____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number [Insert contract number] ____, License Number [Insert license identifier] ____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) Preexisting data or software markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) Removal of unjustified and nonconforming markings--(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

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

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

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

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

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

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

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

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

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

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

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/ STTR data.

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

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

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

(End of clause)

252.232-7007 Limitation of Government's Obligation. (Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of $ ____[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the

Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(End of clause)

252.234-7999 Earned Value Management System. (DEVIATION 2026-O0011) (Feb 2026) Deviation 2026-O0011 (Feb 2026)

EARNED VALUE MANAGEMENT SYSTEM (FEB 2026) (DEVIATION 2026-O0011)

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

Acceptable earned value management system means an earned value management system that generally complies with the system criteria in paragraph (b) of this clause.

Earned value management system means a system that complies with the earned value management system guidelines in Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748).

Material weakness means a deficiency or combination of deficiencies in the internal control over information in contractor business systems, such that there is a reasonable possibility that a material misstatement of such information will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is--

(1) Probable; or

(2) More than remote but less than likely (section 806 of Pub. L. 116-283).

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of $100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than $100 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of $100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Material weaknesses. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any material weaknesses. The initial determination will describe the underlying deficiency in sufficient detail to allow the Contractor to understand the weakness or deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies material weaknesses in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining material weaknesses;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more material weaknesses in high-risk guidelines in EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more material weaknesses in one or more of the remaining 16 guidelines in EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of material weaknesses, the Contractor shall, within 45 days of receipt of the final determination, either correct the material weaknesses or submit an acceptable corrective action plan showing milestones and actions to eliminate the material weaknesses.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) Subcontracts. With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at $100 million or more that are not primarily for software, the following subcontractors shall comply with the requirements of this clause:

Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.

(2) For subcontracts valued at less than $100 million or more that are not primarily for software, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.

(End of clause)

Supplemental Clauses Incorporated by Full Text

5352.201-9101 AFLCMC/PZC Ombudsman (Jul 2023)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Richard Halloran, AFLCMC/PZC, 16 Eglin St. Bldg. 1604, Hanscom AFB, MA 01731. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

Section J - List of Attachments

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
1	Attachment 1. (CUI) KC-135 CCR Revision 2 Statement of Work (SOW) 03 Sep 2026	Statement of Work		03 Sep 2026	
2	Attachment 1 (CUI) KC-135 CCR SOW Appendix D DD2794_KC-135 CCR	KC-135 CCR SOW Appendix D DD2794		18 Dec 2025	
3	ATTACHMENT 3A - EXCEL PRICING WORKBOOK - PRIME - UPDATED5(P)	Pricing Matrix 3A - Prime		03 Sep 2026	
4	ATTACHMENT 3B - EXCEL PRICING WORKBOOK - SUB UPDATED3(P)	Pricing Matrix 3B - Sub		03 Sep 2026	
5	Attachment 4. KC-135 CCR Section L - Instructions to Offerors02	Section L - Instructions to Offerors		10 Aug 2026	
6	Attachment 5. KC-135 CCR Section M - Evaluation Factors for Award0	Section M - Evaluation Factors for Award		10 Aug 2026	
7	Attachment 8. TM-86-01R Air Force Technical Manual Contract Requirements (TMCR) CCR_REV2 1	Air Force Technical Manual Contract Requirements (TMCR)		22 Jul 2025	
8	Exhibit A CUI CCR CDRL Package0	Contract Data Requirements List (CDRL)		10 Aug 2026	
9	Attachment 2. (CUI) KC-135 CCR SRD 26Aug2026	SRD		26 Aug 2026	

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	Jun 1995		

FAR Clauses Incorporated by Full Text

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

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

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It [ ] is [ ] is not a foreign person; and

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

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

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

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

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

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

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation 2026-O0038) (Feb 2026)

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation 2026-O0038)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) [ ] Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) [ ] Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) [ ] Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) [ ] Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No
(End of provision)

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

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

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical data or computer software to be delivered with restrictions1 (LIST)5	Basis for assertion2 (LIST)	Asserted rights category3 (LIST)	Name of person asserting restrictions4 (LIST)
____	____	____	____

1 For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

2 Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

5 Enter "none" when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Deviation 2026-O0038)	Feb 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		
252.234-7998	Notice of Earned Value Management System. (DEVIATION 2026-O0011)	Feb 2026	Deviation 2026-O0011	Feb 2026

FAR Clauses Incorporated by Full Text

52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)

Economic Purchase Quantity-Supplies (Aug 1987)

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

_____

_____

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

Offeror Recommendations

Item	Quantity	Price Quotation	Total
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

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 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

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

The Government contemplates award of a CPIF/FFP/CR IDIQ[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

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

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

(a) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

[ ] Offeror chooses to waive the evaluation preference.

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

(End of provision)

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

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):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. (Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: Level 2 (Self) [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable TBD[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		
52.247-50	No Evaluation of Transportation Costs.	Apr 1984		