AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 27
V	

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(if applicable)*
0002	12 Aug 2026		

6. ISSUED BY	CODE	FA8105	7. ADMINISTERED BY *(if other than Item 6)*	CODE
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			SCD: PAS:	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NUMBER FA810526RB001
		9B. DATED *(SEE ITEM 11)* 10 Jul 2026
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE:	FACILITY CODE:	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _1_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*
See Section G - Contract Administration Data

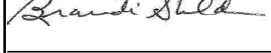
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brandi Shelden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12 Aug 2026

SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): The purpose of this modification is to amend the solicitation and solicitation attachments.

FIRST: The following R-DFAR Clauses are hereby incorporated as follows: 252.234-7998 Notice of Earned Value Management System. (DEVIATION 2026 O0011), 252.234-7999 Earned Value Management System. (DEVIATION 2026-O0011) and 252.227-7995 Deferred Ordering of Technical Data or Computer Software (Deviation 2026-O0036).

SECOND: The following clauses are hereby removed: 252.227-7027 Deferred Ordering and 252.234-7002 Earned Value Management System.

THIRD: The following clauses or provisions have hereby been updated: 52.217-9 Option to Extend the Term of the Contract, 52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Deviation 2026-O0038), 52.229-12 Tax on Certain Foreign Procurements. (Deviation 2026-O0038), 52.252-1 Solicitation Provisions Incorporated by Reference, 52.252-5 Authorized Deviations in Provisions, 252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements, 252.2004-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements.

FOURTH: CLIN Descriptions have been revised for grammatical purposes for CLINs X001, X002, X003, X004, X005, X006. and all option years.

FIFTH: CLINs 0015, 1015, 2015 descriptions are hereby revised as follows:
FROM: Systems Integration Lab(s)
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 Section 7.0 (g). A018, A019, A023, A064, A109

TO: 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

SIXTH: As a result of vendor comments and questions, Attachment 1. (CUI) KC-135 CCR Revision 2 Statement of Work (SOW), has been replaced in its entirety with the updated attached document.

SEVENTH: As a result of vendor comments and questions, Attachment 4. KC-135 CCR Section L - Instructions to Offerors02, has been replaced in its entirety with the updated attached document.

EIGHTH: As a result of vendor comments and questions, Attachment 5. KC-135 CCR Section M - Evaluation Factors for Award, has been replaced in its entirety with the updated attached document.

NINTH: As a result of vendor comments and questions, Exhibit A CUI CCR CDRL Package, has been replaced in its entirety with the updated attached document.

TENTH: As a result of vendor comments and questions, H001 verbiage has been updated and replaced.

ELEVENTH: As a result of these changes, the proposal due date is hereby changed as follows:

FROM: 13 Oct 26, 4pm CDT
TO: 15 Oct 26, 4pm CDT

TWELFTH: All other terms and conditions remain unchanged and in full force and effect.

Section A - Solicitation/Contract Form

The following modifications were made:

Information	From	To
Response Due Date	13 Oct 2026	15 Oct 2026
Solicitation Number	FA810526RB0010001	FA810526RB0010002

Section B - Supplies or Services & Prices or Costs

Line Item 0001

The following Line Item modifications were made:

Information	From	To
Description	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	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

Line Item 0007AA

The following Line Item modifications were made:

Information	From	To
Description	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.	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.

Line Item 0007AB

The following Line Item modifications were made:

Information	From	To
Description	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 12.0. A098, A141 DD250 required.	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.

Line Item 0008AA

The following Line Item modifications were made:

Information	From	To
Description	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.	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.

Line Item 0008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Line Item 0015

The following Line Item modifications were made:

Information	From	To
Description	Systems Integration Lab(s) 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 Section 7.0 (g). A018, A019, A023, A064, A109	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

Option Line Item 1008AA

The following Line Item modifications were made:

Information	From	To
Description	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 12.0. DD250 required.	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.

Option Line Item 1008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Option Line Item 1015

The following Line Item modifications were made:

Information	From	To
Description	Systems Integration Lab(s) 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 Paragraph 7.0 (g). A018, A019, A023, A064, A109	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

Option Line Item 2007AA

The following Line Item modifications were made:

Information	From	To
Description	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 12.0 and 13.0.	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.

Option Line Item 2008AA

The following Line Item modifications were made:

Information	From	To
Description	Production B-KITS This CLIN includes the cost associated with Production B-Kits, including delivery and warranty as determined by the CCR	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 12.0 and 13.0. DD250 required.	solution in accordance with SOW Sections 12.0 and 13.0. DD250 required.

Option Line Item 2008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Option Line Item 2015

The following Line Item modifications were made:

Information	From	To
Description	Systems Integration Lab(s) 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 Paragraph 7.0 (g). A018, A019, A023, A064, A109	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

Option Line Item 3007AA

The following Line Item modifications were made:

Information	From	To
Description	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 12.0 AND 13.0. DD250 required.	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.

Option Line Item 3008AA

The following Line Item modifications were made:

Information	From	To
Description	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 12.0 and 13.0. DD250 required.	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.

Option Line Item 3008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Option Line Item 4007AA

The following Line Item modifications were made:

Information	From	To
Description	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.	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.

Option Line Item 4008AA

The following Line Item modifications were made:

Information	From	To
Description	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.	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.

Option Line Item 4008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Option Line Item 5007AA

The following Line Item modifications were made:

Information	From	To
Description	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 sections12.0 and 13.0. DD250 required.	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.

Option Line Item 5008AA

The following Line Item modifications were made:

Information	From	To
Description	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.	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.

Option Line Item 5008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Option Line Item 5013

The following Line Item modifications were made:

Information	From	To
Description	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	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

Option Line Item 6007AA

The following Line Item modifications were made:

Information	From	To
	Production A-KITS This CLIN includes the cost associated with Production A-Kits,	Production A-KITS This CLIN includes the cost associated with Production A-Kits,

Description	including delivery and warranty as determined by the CCR solution in accordance with SOW sections 12.0 and 13.0. DD250 required.	including delivery and warranty as determined by the CCR solution in accordance with SOW Sections 12.0 and 13.0. DD250 required.

Option Line Item 6008AB

The following Line Item modifications were made:

Information	From	To
Description	Production Complete B-KIT Spares Spare Complete B-Kits to include delivery and warranty as determined by the CCR solution, IAW SOW 13.7.1.	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.

Section H - Special Contract Requirements

Header Miscellaneous Text (Modified):

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.

1. **"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.

1. **"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.

1. **"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.**

1. **"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.**

1. **"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.

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

   (i) installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout;
   (ii) maintenance performed, including modification, testing and reclamation, on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items;
   (iii) software maintenance;
   (iv) 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
   (v) 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.

1. **"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.

1. **"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.

1. 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.

1. **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.

1. **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.

1. **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.**

1. **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, H003, and H005.

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

LCMC/WLK H005 -DELIVERY AND LICENSE RIGHTS FORSUPPLEMENTAL TYPE CERTIFICATE (STC) PACKAGE INCLUDING SUBSTANTIATED DATA

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

(b) Delivery Requirements. Through the Supplemental Type Certificate (STC) process, the Contractor shall deliver STC Data Package, which includes all data submitted to the FAA for purposes of substantiating the CCR STC, to the USAF at no additional cost. Upon STC approval, all documentation supporting it shall be confirmed to be current and complete.

(c) 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: the contractor (including its subcontractors or suppliers, or potential)

1.Pre-Award Identification and Assertion. In Attachment 6 - CCR Revision 2 Data Rights Assertion Matrix 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.

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.

(d) Subcontracts. The Contractor shall include the substance of this clause in subcontracts under this contract.

Section I - Contract Clauses

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:
FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2026		

FAR Clauses Incorporated by Full Text
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)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.227-7995	Deferred Ordering of Technical Data or Computer Software. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026

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)

252.234-7999 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)

The following Clause(s) were deleted:
FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		

FAR Clauses Incorporated by Full Text

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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.

(End of clause)

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	Apr 1988		

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 flow down 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)

252.234-7002 Earned Value Management System. (Jan 2025)

EARNED VALUE MANAGEMENT SYSTEM (JAN 2025)

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

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

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/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 (ANSI/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 $50 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 $50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/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 ANSI/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 ANSI/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 $50 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 ANSI/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 ANSI/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 ANSI/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.* (1) 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 $50 million or more, 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 $50 million, 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)

Section J - List of Attachments

The following Header Attachment(s) were added:

Information	Value
Attachment Description	Contract Data Requirements List (CDRL)
Attachment Name	Exhibit A CUI CCR CDRL Package0
Date	10 Aug 2026
Number	8

The following Header Attachment modifications were made:

Attachment 1 (CUI) KC-135 CCR Revision 2 Statement of Work (SOW) 24 July 2026

Information	From	To
Attachment Name	Attachment 1 (CUI) KC-135 CCR Revision 2 Statement of Work (SOW) 24 July 2026	Attachment 1. (CUI) KC-135 CCR Revision 2 Statement of Work (SOW)
Date	24 Jul 2026	12 Aug 2026

Attachment 4 KC-135 - CCR Section L - Instructions to Offerors

Information	From	To
Attachment Name	Attachment 4 KC-135 - CCR Section L - Instructions to Offerors	Attachment 4. KC-135 CCR Section L - Instructions to Offerors02
Date	27 Jul 2026	10 Aug 2026

Attachment 5 KC-135 - CCR Section M - Evaluation Factors for Award

Information	From	To
Attachment Name	Attachment 5 KC-135 - CCR Section M - Evaluation Factors for Award	Attachment 5. KC-135 CCR Section M - Evaluation Factors for Award0
Date	24 Jul 2026	10 Aug 2026

Section K - Representations, Certification, & Other Statements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

FAR Clauses Incorporated by Full Text

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)

The following Clause(s) were deleted:
FAR Clauses Incorporated by Full Text
52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

Additional Regulation or Supplemental Clauses Incorporated by Full Text

The following Clause(s) were added:

FAR Clauses Incorporated by Full Text

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)

52.252-5 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 Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.234-7998	Notice of Earned Value Management System. (DEVIATION 2026-O0011)	Feb 2026	Deviation 2026-O0011	Feb 2026

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)

The following Clause(s) were deleted:

FAR Clauses Incorporated by Full Text

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):

https://www.acquisition.gov/far-overhaul

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

(End of provision)

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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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)