# SOLICITATION, OFFER, AND AWARD

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

RATING: DO-A1



| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|---|---|---|---|---|
| | N0038326RE052 | ☐ SEALED BID (IFB) INVITATION FOR BID<br>☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL | | |

7. ISSUED BY — CODE N00383

NAVSUP WEAPON SYSTEMS SUPPORT
PHILADELPHIA, 700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5098
UNITED STATES
Christopher Letts, Email: christopher.j.letts2.civ@us.navy.mil Telephone: (564) 226-0733

8. ADDRESS OFFER TO *(If other than item 7)*

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

## SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 04:00 PM *(Hour)* local time 31 Jul 2026 *(Date)*

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

| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE *(NO COLLECT CALLS)* | | | C. EMAIL ADDRESS |
|---|---|---|---|---|---|
| | | AREA CODE | NUMBER | EXTENSION | |
| | Christopher Letts | 564 | 226-0733 | | christopher.j.letts2.civ@us.navy.r |

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## OFFER *(Must be fully completed by offeror)*

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

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

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

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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

## AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT:
☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*

25. PAYMENT WILL BE MADE BY — CODE

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

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

*AUTHORIZED FOR LOCAL REPRODUCTION*
*Previous edition is unusable*

**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

# Section A - Solicitation/Contract Form

HUD PBL Renewal

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

| Item | Supplies/Service | Estimated Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Performance Based Logisitic (PBL) Support PoP 1 | | | | |
| 0001AA | PBL Support October 2027<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AB | PBL Support November 2027<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AC | PBL Support December 2027<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AD | PBL Support January 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AE | PBL Support February 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AF | PBL Support March 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. | 1 | Months | | |

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| | The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0001AG | PBL Suport April 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AH | PBL Support May 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AJ | PBL Support June 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AK | PBL Support July 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AL | PBL Support August 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AM | PBL Support September 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0001AN | Contract Data Requirements List (CDRLs)<br>A001-A013<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
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| 0002 | Performance Based Logisitic (PBL) Support PoP 2 | | | | |
| 0002AA | PBL Support October 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AB | PBL Support November 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AC | PBL Support December 2028<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AD | PBL Support January 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AE | PBL Support February 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AF | PBL Support March 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AG | PBL Suport April 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. | 1 | Months | | |

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| | Pricing Arrangement: Firm Fixed Price | | | | |
| 0002AH | PBL Support May 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AJ | PBL Support June 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AK | PBL Support July 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AL | PBL Support August 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AM | PBL Support September 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0002AN | Contract Data Requirements List (CDRLs)<br>A001-A013<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| 0003 | Performance Based Logisitic (PBL) Support PoP 3 | | | | |
| 0003AA | PBL Support October 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a | 1 | Months | | |

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| | DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | | | | |
| 0003AB | PBL Support November 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AC | PBL Support December 2029<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AD | PBL Support January 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AE | PBL Support February 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AF | PBL Support March 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AG | PBL Suport April 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AH | PBL Support May 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |

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| 0003AJ | PBL Support June 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AK | PBL Support July 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AL | PBL Support August 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AM | PBL Support September 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0003AN | Contract Data Requirements List (CDRLs)<br>A001-A013<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| 0004 | Performance Based Logisitic (PBL) Support PoP 4 | | | | |
| 0004AA | PBL Support October 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AB | PBL Support November 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. | 1 | Months | | |

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| | Pricing Arrangement: Firm Fixed Price | | | | |
| 0004AC | PBL Support December 2030<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AD | PBL Support January 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AE | PBL Support February 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AF | PBL Support March 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AG | PBL Suport April 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AH | PBL Support May 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AJ | PBL Support June 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |

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| 0004AK | PBL Support July 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AL | PBL Support August 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AM | PBL Support September 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0004AN | Contract Data Requirements List (CDRLs)<br>A001-A013<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| 0005 | Performance Based Logisitic (PBL) Support PoP 5 | | | | |
| 0005AA | PBL Support October 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AB | PBL Support November 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AC | PBL Support December 2031<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |

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| 0005AD | PBL Support January 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AE | PBL Support February 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AF | PBL Support March 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AG | PBL Suport April 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AH | PBL Support May 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AJ | PBL Support June 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AK | PBL Support July 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| | PBL Support August 2032 | | | | |

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| 0005AL | NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AM | PBL Support September 2032<br><br>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Months | | |
| 0005AN | Contract Data Requirements List (CDRLs)<br>A001-A013<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| 0006 | Phase III - Exit Phase (Contract Transition or other Continuation of Support)<br>IAW Statement of Work (SOW) C3 | | | | |
| 0006AA | Phase III Performance (If Required)<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMBZ01 IMPORTANT NOTICE REGARDING INVENTORY TRANSACTION REPORTING (Aug 2023)**

Inventory transaction reporting requirements have changed for NAVSUP Weapon System Support (NAVSUPWSS) contracts. These requirements are detailed in Section F, and the contractor should read this section carefully to ensure compliance. Detailed information on Commercial Asset Visibility (CAV) Repairables Portal (RP) reporting requirements can be found in the CAV Statement of Work (SOW) located at:

https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/

Questions can be addressed to usn.philadelphia.navsupwssphil.mbx.cavsaar@us.navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) and to usn.mechanicsburg.navsupwssmech.mbx.mech-cav-saar@us.navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

# Section C - Description/Specifications/Statement of Work

See Attachment 2

## Requirements

HUD PBL Renewal

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**243-9400(1-92) SUPTXT243-9400(1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (Dec 2023)**

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:

ADDRESS:

TELEPHONE:

# Section D - Packaging and Marking

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMDZ03 PRESERVATION, PACKAGING, PACKING AND MARKING (Nov 2025)**

**PRESERVATION, PACKAGING, PACKING AND MARKING**

The contractor shall preserve, package, pack and mark all items as cited below. Where specifications or standards are cited herein the latest revision of that specification or standard shall apply.

**1. PRESERVATION REQUIREMENTS**

a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system for stock in accordance with the MIL-STD-2073-1, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Contractors should disregard the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with Title 49 Code of Federal Regulations (CFR); when HM = N the item is not regulated for transportation.

1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at http://qpldocs.dla.mil/.

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS - Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951-18 (2023), "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.

c. GOVERNMENT-OWNED MATERIAL - In the event that the contract expires, is terminated, or completed, and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1.a.

**2. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES**

a. When ASTM D3951-18 (2023) is authorized for packaging and the item is considered Electrostatic Discharge Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2021, "For the Development of an ESD Control Program for - Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)."

b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT = GX) and the contractor's proposed item of supply is subject to degradation from ES/EM forces, contractors shall provide recommended packaging data with their proposals/quotes.

**3. PACKING REQUIREMENTS** - The contractor shall pack as follows:

Domestic Shipments (CONUS): Level B

Overseas Shipments (OCONUS) (including Navy ships at sea):

Via air, FPO, APO Level B

Via freight forwarder Level B

Via surface Level A

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II. Long-life reusable containers and wood containers are shipping containers which do not require overpacking for shipment.

**4. MARKING REQUIREMENTS** - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129. In addition, the following specific requirements apply:

a. ADDITIONAL MARKING FOR SPARES ONLY - Each MIL-STD-129 label shall also include the following:

1) Procurement Instrument Identifier (PIID) - the 13-digit contract order number,

2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc.), and

3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance (COG) Code of either "7" or an even number preceding the NSN, excluding 6A, 6H and 6X COGs (e.g. 7RH 5826-014289999), are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, intermediate and shipping containers as close to the bar code label as possible.

**EXCEPTION:** When a DLR item requires use of both a reusable inner unit container and a reusable outer shipping and storage container (excluding wood and fiberboard), only the inner unit container shall be affixed with a DLR label. In these cases only, DLR labels shall NOT be placed on the outer reusable container.

2) Labels are available via the Naval Forms Online website: https://forms.documentservices.dla.mil/order/. The website will advise the procedures for ordering and establishing an account.

3) NAVSUP WSS authorizes contractors to create and print their own DLR labels.

Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow "DLR" text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as an acquisition tool when labels presently being used are not performing satisfactorily or when new conditions or applications require special label stock for those particular situations.

| NSN | DESCRIPTION | QUANTITY PER UNIT PACKAGE | APPLICATION | FORM NUMBER |
|---|---|---|---|---|
| 0108LF5055300 | DLR Label 2 in. x 3 in. | 100 | Unit Container | NAVSUP 1397-1 |
| 0108LF5055000 | DLR Label 3 in. x 5 in. | 100 | Intermediate / Shipping Container | NAVSUP 1397 |

c. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS MARITIME REQUIREMENTS ONLY

1) Certain program related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H 4730 009001317 L1), and require special markings. Containers shall be marked or labeled with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

| SMIC | MARKINGS | COLOR | TYPE CONTAINER |
|---|---|---|---|
| L1 | LEVEL 1 | RED | Unit, intermediate and shipping (size permitting) |
| S1 | SURFACE | RED | Unit, intermediate and shipping (size permitting) |

| | | | |
|---|---|---|---|
| | LEVEL 1 | | |
| D4/D5/D7 | DSS-SOC | RED | Unit, intermediate and shipping (size permitting) |
| C1 * | LEVEL 1 SPECIAL<br>CLEAN O2-N2 | GREEN | Unit, intermediate and shipping |
| CP/VG * | SPECIAL CLEAN<br>O2-N2 | GREEN | Unit, intermediate and shipping |
| D0/D6/D8 * | DSS-SOC SPECIAL CLEAN O2-N2 | GREEN | Unit, intermediate and shipping |
| VU | FBW SFCC VU | BLUE | Unit, intermediate and shipping (size permitting) |
| SW | FBW SFCC SW | BLUE | Unit, intermediate and shipping (size permitting) |
| Q3/Q5 | Q3 or Q5 | RED | Unit, intermediate and shipping |

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

**5. PALLETIZATION.** Palletization of shipments shall be accomplished in accordance with MIL-STD-147 "DOD Standard Practice: Palletized Unit Loads." Failure to meet these palletization/packaging requirements and measures, without a written waiver from the PCO or ACO, may result in charges back to the contractor for repalletization and/or repackaging of items. Pallets shall conform to the requirements of American National Standards Institute, Material Handling-MH1-2016, Pallets, Slip Sheets, and Other Bases for Unit Loads. MH1-2016 may be obtained at the following website: http://www.mhi.org

a. General Purpose Unit Loads - When shipping directly to a Navy afloat unit, pallets meeting MH1-2016, Part No. MH1/9-02SW4048 or MH1 /9-10BW4048 for unit loads under 1,500 pounds and MH1/9-03SW4048 for unit loads over 1,500 pounds shall be used.

b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07SW4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

**6. WOOD PACKAGING MATERIAL (WPM).** All shipments destined to the DOD must be treated and marked in accordance with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) for OCONUS shipments for OCONUS shipments.

a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee (ALSC) approved mark is applied to every shipment regardless of destination.

b. Failure to comply with the requirements of ISPM 15 may result in refusal of the shipment, destruction or corrective treatment of WPM at the point of receipt and the associated costs charged back to the contractor.

**7. NAVY SHELF-LIFE PROGRAM.** Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129 to apply either Type I or Type II shelf-life markings to an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

**8. REUSABLE NSN CONTAINERS.** An item that has an NSN assigned in the "Container NSN" field (e.g. 8145 012622982) requires shipment in a reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME REQUIREMENTS - Reusable NSN containers for maritime material (designated by a COG Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM).

b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must request via email usn.philadelphia.navsupwssphil.mbx.navsupcrf@us.navy.mil at least 90 days prior to the anticipated shipping date, 30 days prior for repair contracts. If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

| Container NSN | Container Part Number (80132) | Alternate Packaging Code<br>IAW MIL-STD-2073-1 |
|---|---|---|
| 8145 002609548 | P069-2 | N 001 000 GX 1 00 K3 LT B ED<br>UCL = B<br>SPMK = 39<br>PACK = QFF |
| 8145 002609556 | P069-1 | |
| 8145 002609559 | P069-3 | |
| 8145 002609562 | P069-4 | |
| 8145 010124088 | P069-6 | |
| 8145 010140440 | P069-5 | |
| 8145 011644073 | P069-7 | |

| | | |
|---|---|---|
| 8145 012622982 | 15450-1 | If MOP/PMT = GX<br><br>N 001 000 GX 1 00 K3 GH Z ED<br>Z= use 1.5" of "GH" cushioning between barrier bag and Unit Container<br>UCL = B<br>SPMK = 39<br>PACK = QFF<br><br>For all other MOPs/PMTs<br><br>N 001 000 51 1 00 EA GH F ED<br>UCL = B<br>SPMK = 03<br>PACK = QFF |
| 8145 012622983 | 15450-2 | |
| 8145 012622984 | 15450-3 | |
| 8145 012622985 | 15450-4 | |
| 8145 012622986 | 15450-5 | |
| 8145 012622987 | 15450-6 | |
| 8145 012622988 | 15450-7 | |

c. All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRRC). CRRC locations/points of contact: Program Manager - 215-697-2063

| | | | |
|---|---|---|---|
| Norfolk, VA - | 757-445-9099 ext. 124 | Yokosuka, JAPAN - | 011-81-46-816-6304 |
| Cherry Point, NC - | 252-466-2331 | Lemoore, CA - | 559-998-0220 |

| | | | |
|---|---|---|---|
| Jacksonville, FL - | 904-542-1014 | Okinawa, JAPAN - | 011-81-46-816-6304 |
| San Diego, CA - | 619-545-8360 | Iwakuni, JAPAN - | 011-81-46-816-6304 |
| Puget Sound, WA - | 360-476-9777 | Bahrain - | 011-318-439-9553 |

d. The stock-numbered, long-life, reusable containers identified herein as GFM are property of the U.S. Navy and only shall be used to fulfill orders from the Navy and U.S. Marine Corps; these containers shall not be used to fulfill orders from the U.S. Army, U.S. Air Force, any other agency of the U.S. Government or Foreign Military Sales (FMS) customer.

**9. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JOINT PROGRAM OFFICE (JPO) OR OTHER FOREIGN FORCES ACQUISITION**

a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

**10. HAZARDOUS MATERIALS.** This section applies when items to be delivered under this contract are considered hazardous materials as defined by 49 CFR, FED-STD-313, or by the Government's technical representative.

a. Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in 49 CFR and the international modal regulations. All performance test requirements shall be supported by test certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor shall be responsible for assuring that sources providing performance testing services are registered with the U.S. Department of Transportation (DOT). The contractor's signed certification that the packaged configuration meets the applicable modal regulation shall be incorporated on the Wide Area Workflow Receiving Report (WAWF RR), DD Form 250, Material Inspection and Receiving Report, or other related acceptance documents if a WAWF RR, DD Form 250 is not used. The Shipper's Declaration for Dangerous Goods (SDDG) must be included for all air shipments and uploaded to WAWF. All test certificates, reports and training records shall be available for inspection by authorized Government representatives for a period of three years.

b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FB4479, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

**11. SAFETY DATA SHEETS.** As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the contractor/offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product label, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product label must also be emailed to NAVSUP WSS Code N242 at NAVSUPWSSMECH.HAZMAT@US.NAVY.MIL. Please include the NSN, CAGE, Part Number, quantity of hazardous material, contract number, and point of contact for hazardous material questions in the body of the email.

**12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES**

a. Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.

b. Items that do not conform to the PPP&M requirements of this contract may have a Supply Discrepancy Report (SDR, SF-364) written against the contractor at the time of receipt.

c. The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor's expense.

# Section E - Inspection and Acceptance

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.246-2 | Inspection of Supplies-Fixed-Price. | Aug 1996 | | |
| 52.246-15 | Certificate of Conformance. | Apr 1984 | | |
| 52.246-16 | Responsibility for Supplies. | Apr 1984 | | |

**FAR Clauses Incorporated by Full Text**

**52.246-11 Higher-Level Contract Quality Requirement. (Dec 2014)**

Higher-Level Contract Quality Requirement (Dec 2014)

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

ISO9001

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

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

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

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

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

(End of clause)

# Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 26 Sep 2027 to 25 Sep 2032

The ordering period above may include unexercised options

| Line Item | Delivery Schedule | Estimated Quantity | Address and POC | Special Handling/Notes |
|---|---|---|---|---|
| 0001 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AA | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AB | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AC | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AD | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AE | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AF | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AG | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AH | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |

| | | | | |
|---|---|---|---|---|
| 0001AJ | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AK | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AL | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AM | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AA | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AB | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AC | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AD | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AE | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AF | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AG | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| | | 1 Months | | FoB Details |

| | | | | |
|---|---|---|---|---|
| 0002AH | | | | Government<br>Origin (Shipping Point) |
| 0002AJ | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AK | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AL | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0002AM | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AA | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AB | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AC | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AD | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AE | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AF | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AG | | 1 Months | | FoB Details<br>Government |

| | | | | |
|---|---|---|---|---|
| | | | | Origin (Shipping Point) |
| 0003AH | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AJ | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AK | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AL | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0003AM | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AA | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AB | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AC | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AD | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AE | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AF | | 1 Months | | FoB Details<br>Government |

| | | | | |
|---|---|---|---|---|
| | | | | Origin (Shipping Point) |
| 0004AG | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AH | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AJ | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AK | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AL | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0004AM | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AA | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AB | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AC | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AD | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AE | | 1 Months | | FoB Details<br>Government |

| | | | | |
|---|---|---|---|---|
| | | | | Origin (Shipping Point) |
| 0005AF | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AG | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AH | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AJ | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AK | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AL | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0005AM | | 1 Months | | FoB Details<br>Government<br>Origin (Shipping Point) |

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.242-15 | Stop-Work Order. | Aug 1989 | | |
| 52.242-17 | Government Delay of Work. | Apr 1984 | | |
| 52.247-29 | F.o.b. Origin. | Feb 2006 | | |
| 52.247-30 | F.o.b. Origin, Contractor's Facility. | Feb 2006 | | |
| 52.247-58 | Loading, Blocking, and Bracing of Freight Car Shipments. | Apr 1984 | | |

**FAR Clauses Incorporated by Full Text**

**52.247-33 F.o.b. Origin, with Differentials. (Feb 2006)**

F.O.B. ORIGIN, WITH DIFFERENTIALS (FEB 2006)

(a) The term "f.o.b. origin, with differentials," as used in this clause, means-

(1) Free of expense to the Government delivered-

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall-

(1)
(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)
(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; *e.g., "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the Government"*; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)
(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

____ (carload, truckload, less-load,

____ wharf, flatcar, driveaway, etc.)

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMFZ02 TRANSPORTATION ASSISTANCE (Feb 2023)**

To obtain transportation assistance for an upcoming shipment, contractors are to follow the appropriate directions listed below, based on the terms and conditions of the specific contract.

1. For all contracts administered by a Defense Contract Management Agency (DCMA) office (as shown on Page 1 of the contract, or in a subsequent modification), contractors are to contact the Transportation Office at that DCMA.

If the DCMA Transportation Office is unable to provide assistance, contractors may contact transportation customer service at TARPINQ.WSS.fct@navy.mil for transportation arrangements.

2. For FOB Destination contracts, consignment address information is available electronically at the DoD Activity Address Codes (DODAAC) website https://home.daas.dla.mil/daashome/daasinq.asp.

For this type of contract, additional information can be found in the Local Term WSSTERMLZ06 entitled "CONSIGNMENT INSTRUCTIONS."

**WSSTERMFZ05 FMS DELIVERY AND SHIPPING INSTRUCTIONS (rev. 1) (Feb 2004)**

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

MATERIAL/TRANSPORTATION DATA:

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses (<1O>), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) (<2O>) applies.

SPECIAL MARKINGS:

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

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For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1:

National Stock Number (NSN) or CAGE and Part Number (if no NSN)

Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

| | |
|---|---|
| Block 13 | Supplementary Address (6 position alphanumeric code) |
| Block 16 | National Stock Number (NSN) or CAGE/Part Number |
| Block 17 | Quantity |
| Block 18 | Unit (of Issue) |
| Block 19 | Unit Price |

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DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250) AND BILLS OF LADING

(1) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.

(2) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS-PHIL, 700 Robbins Avenue, Philadelphia, PA 19111, Code N524, at the time of shipment.

(3) Forward three (3) copies of DD250 to designated Freight Forwarder.

(4) Where NAVSUP WSS -PHIL is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS PHIL Code N842. Where the status control activity is other than NAVSUP WSS -PHIL, forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N842 and one (1) copy of DD250 to the status control activity.

(5) Forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N52 (<3O>)

**NAVSUPWSSFA24 COMMERCIAL ASSET VISIBILITY REPAIRABLES PORTAL (CAV RP) REPORTING (Jul 2023)**

Commercial Asset Visibility Repairables Portal (CAV RP) reporting is required under this purchase order/contract, and all proposed pricing must include any costs associated with this requirement. Detailed information on CAV RP reporting requirements can be found in the CAV Statement of Work (SOW) located at:

https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/

Contractors participating in the Direct Ship program can find additional information in the CAV SOW.

CAV RP registration requires the contractor to purchase a commercial PKI certificate, complete web-based information assurance training (approximately 1 hour to complete) and submit a System Authorization Access Request (SAAR). Access to CAV RP is authenticated based on a valid PKI certificate registered in the NAVSUP Master Directory and an active CAV RP account. The contractor is required to access the account at least one time within every 30 days, regardless of whether there are transactions to report, in order to keep the account active. Questions regarding CAV RP registration/implementation can be addressed to:

usn.philadelphia.navsupwssphil.mbx.cavsaar@us.navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) usn.mechanicsburg.navsupwssmech.mbx.mech-cav-saar@us.navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

Contractors not already registered for, or reporting via, CAV RP are required to initiate registration no later than 10 days following receipt of this purchase order/contract by providing their point of contact information to the appropriate CAV RP

email address above. All contractor actions for registration (PKI certificate, training, and SAAR) must be completed within 30 days of receipt of this order/contract for U.S. contractors and within 60 days for non-U.S. contractors. If government property is received or assets are ready for delivery to the Government prior to implementation of CAV RP, the contractor must send a notification to the appropriate email address above, and must also notify the NAVSUP WSS contracting officer identified on the purchase order/contract. The contractor should notify the contracting officer if a response from a CAV RP representative is not received within 3 working days.

# Section G - Contract Administration Data

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | Dec 1991 | | |
| 252.231-7000 | Supplemental Cost Principles | Dec 1991 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |

**DFARS Clauses Incorporated by Full Text**

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

As prescribed in 232.7004(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | TBD |
| Issue By DoDAAC | N00383 |
| Admin DoDAAC | TBD |
| Inspect By DoDAAC | TBD |
| Ship To Code | SEE SCHEDULE |
| Ship From Code | TBD |
| Mark For Code | ____ |
| Service Approver (DoDAAC) | ____ |
| Service Acceptor (DoDAAC) | TBD |
| Accept at Other DoDAAC | ____ |

| | |
|---|---|
| LPO DoDAAC | ____ |
| DCAA Auditor DoDAAC | ____ |
| Other DoDAAC(s) | ____ |

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

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

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

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

(g) *WAWF point of contact.*

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

____

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

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

(End of clause)

# Section H - Special Contract Requirements

**H01- COMMERCIAL ITEMS**

The parties acknowledge that the following items have been found to be commercial items as defined in FAR 2.101. The parties further agree that all delivery orders shall be subject to the single set of terms and conditions established in this contract, except that certified cost or pricing data shall not be required for the following items: 01-448-8491, 01-448-8493, 01-493-8786, 01-630-6817, 01-417-8763, 01-537-3657.

| NIIN | Part Number | Other Part Number | Description |
|---|---|---|---|
| 014488491 | 697940-1 | 1500-0880-001 | Assembly, OHU |
| 014488493 | 697940-3 | 1500-1580-002 | HUD, Combiner Assy |
| 014938786 | 791660-3 | | Singal Data Computer (SDCR) |
| 016306817 | 0861JW1 | | Angle of Attack (AoA) |
| 014178763 | 622-8149-003 | | Receiver Transmitter (TACAN) |
| 015373657 | 822-1729-100 | | Control Display Unit, CDU-7000 |

# Section I - Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | Jun 2020 | | |
| 52.203-3 | Gratuities. | Apr 1984 | | |
| 52.203-5 | Covenant Against Contingent Fees. | May 2014 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. | Jun 2020 | | |
| 52.203-7 | Anti-Kickback Procedures. | Jun 2020 | | |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | May 2014 | | |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | May 2014 | | |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | Jun 2020 | | |
| 52.203-13 | Contractor Code of Business Ethics and Conduct. | Nov 2021 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.210-1 | Market Research. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-5 | Material Requirements. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-15 | Defense Priority and Allocation Requirements. | Apr 2008 | | |
| 52.215-2 | Audit and Records-Negotiation. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-8 | Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data. | Aug 2011 | | |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-14 | Integrity of Unit Prices. | Nov 2021 | | |
| 52.215-14 | Integrity of Unit Prices. (Alternate I) | Nov 2021 | Alternate I | Oct 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-19 | Notification of Ownership Changes. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Alternate II) | Feb 2026 | Alternate II | Oct 1997 |
| 52.215-23 | Limitations on Pass-Through Charges. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-23 | Limitations on Pass-Through Charges. (Alternate I) | Feb 2026 | Alternate I | Oct 2009 |
| 52.217-2 | Cancellation Under Multi-year Contracts. | Oct 1997 | | |
| 52.219-8 | Utilization of Small Business Concerns. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-9 | Small Business Subcontracting Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-16 | Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-4 | Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | Mar 2026 | | |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | Feb 2026 | | |

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|---|---|---|---|---|
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.223-5 | Pollution Prevention and Right-to-Know Information. | May 2024 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.227-1 | Authorization and Consent. | Jun 2020 | | |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement. | Jun 2020 | | |
| 52.227-3 | Patent Indemnity. | Apr 1984 | | |
| 52.229-3 | Federal, State, and Local Taxes. | Feb 2013 | | |
| 52.229-6 | Taxes-Foreign Fixed-Price Contracts. | Feb 2013 | | |
| 52.230-2 | Cost Accounting Standards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.230-6 | Administration of Cost Accounting Standards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.232-1 | Payments. | Apr 1984 | | |
| 52.232-8 | Discounts for Prompt Payment. | Feb 2002 | | |
| 52.232-9 | Limitation on Withholding of Payments. | Apr 1984 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.232-17 | Interest. | May 2014 | | |
| 52.232-23 | Assignment of Claims. | May 2014 | | |
| 52.232-23 | Assignment of Claims. (Alternate I) | May 2014 | Alternate I | Apr 1984 |
| 52.232-25 | Prompt Payment. | Jan 2017 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | Feb 2026 | Alternate I | Feb 2026 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.242-3 | Penalties for Unallowable Costs. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.242-5 | Payments to Small Business Subcontractors. | Jan 2017 | | |
| 52.242-13 | Bankruptcy. | Jul 1995 | | |
| 52.243-1 | Changes-Fixed-Price. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-5 | Competition in Subcontracting. | Aug 2024 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003) | Apr 2026 | Deviation 2025-O0003 | Mar 2025 |
| 52.245-1 | Government Property. | Sep 2021 | | |
| 52.245-9 | Use and Charges. | Apr 2012 | | |
| 52.246-23 | Limitation of Liability. | Feb 1997 | | |
| 52.246-24 | Limitation of Liability-High-Value Items. | Feb 1997 | | |
| 52.246-24 | Limitation of Liability-High-Value Items. (Alternate I) | Feb 1997 | Alternate I | Apr 1984 |
| 52.246-26 | Reporting Nonconforming Items. | Aug 2024 | | |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels. (Alternate I) | Nov 2021 | Alternate I | Apr 2003 |
| 52.247-68 | Report of Shipment (REPSHIP). | Feb 2006 | | |
| 52.249-1 | Termination for Convenience of the Government (Fixed-Price) (Short Form). | Apr 1984 | | |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price). | Apr 2012 | | |
| 52.249-8 | Default (Fixed-Price Supply and Service). | Apr 1984 | | |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. | Jan 2023 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.203-7003 | Agency Office of the Inspector General. | Aug 2019 | | |
| 252.203-7004 | Display of Hotline Posters. | Jan 2023 | | |
| 252.204-7000 | Disclosure of Information. | Oct 2016 | | |
| 252.204-7003 | Control of Government Personnel Work Product. | Apr 1992 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| | Safeguarding Covered Defense Information and Cyber Incident Reporting. | | | |

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|---|---|---|---|---|
| 252.204-7012 | (DEVIATION 2024-O0013 REVISION 1) | May 2024 | Deviation 2024-O0013 | May 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.205-7000 | Provision of Information to Cooperative Agreement Holders. | Oct 2024 | | |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019 | | |
| 252.211-7008 | Use of Government-Assigned Serial Numbers. | Sep 2010 | | |
| 252.215-7002 | Cost Estimating System Requirements. | Jan 2025 | | |
| 252.215-7995 | Program Should-Cost Review. (DEVIATION 2026-O0048) | Mar 2026 | Deviation 2026-O0048 | Mar 2026 |
| 252.219-7997 | Small Business Subcontracting Plan (Test Program). (DEVIATION 2026-O0037) | Feb 2026 | Deviation 2026-O0037 | Feb 2026 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements. | Jan 2023 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7001 | Buy American and Balance of Payments Program. | Feb 2024 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada - Submission after Award. | Jul 2024 | | |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. | Dec 2018 | | |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals. | Jan 2023 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7013 | Duty-Free Entry. | Aug 2025 | | |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings. | Jan 2023 | | |
| 252.225-7021 | Trade Agreements. | Feb 2024 | | |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments. | Apr 2003 | | |
| 252.225-7036 | Buy American-Free Trade Agreements--Balance of Payments Program. (Alternate I) | Feb 2024 | Alternate I | Feb 2024 |
| 252.225-7036 | Buy American-Free Trade Agreements--Balance of Payments Program. (Alternate IV) | Feb 2024 | Alternate IV | Feb 2024 |
| 252.225-7041 | Correspondence in English. | Jun 1997 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. | May 2024 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023 | | |
| 252.227-7013 | Rights in Technical Data-Other Than Commercial Products and Commercial Services. | Aug 2025 | | |
| 252.227-7991 | Rights in Bid or Proposal Information. (DEVIATION 2026-O0036) | Feb 2026 | Deviation 2026-O0036 | Feb 2026 |
| 252.228-7005 | Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles. | Nov 2019 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.234-7003 | Notice of Cost and Software Data Reporting System | Nov 2014 | | |
| 252.234-7004 | Cost and Software Data Reporting System | Nov 2014 | | |
| 252.235-7003 | Frequency Authorization. | Mar 2014 | | |
| 252.239-7018 | Supply Chain Risk. | Dec 2022 | | |
| 252.242-7997 | Material Management and Accounting System. (DEVIATION 2026-O0050) | Mar 2026 | Deviation 2026-O0050 | Mar 2026 |
| 252.242-7998 | Contractor Business Systems. (DEVIATION 2026-O0050) | Mar 2026 | Deviation 2026-O0050 | Mar 2026 |
| 252.242-7999 | Accounting System Administration. (DEVIATION 2026-O0050) | Mar 2026 | Deviation 2026-O0050 | Mar 2026 |
| 252.243-7001 | Pricing of Contract Modifications. | Dec 1991 | | |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec 2022 | | |
| 252.244-7001 | Contractor Purchasing System Administration. (Alternate I) | Jan 2025 | Alternate I | Jan 2025 |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) | Feb 2026 | Deviation 2026-O0015 | Jan 2026 |
| 252.245-7003 | Contractor Property Management System Administration | Jan 2025 | | |
| 252.245-7005 | Management and Reporting of Government Property. | Jan 2024 | | |
| 252.246-7003 | Notification of Potential Safety Issues. | Jan 2023 | | |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System. | Jan 2023 | | |
| 252.246-7008 | Sources of Electronic Parts. | Jan 2023 | | |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

**FAR Clauses Incorporated by Full Text**

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|---|---|---|---|---|
| **52.215-21** | **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038) (Alternate I)** | **(Feb 2026)** | **Alternate I** | **(Feb 2026)** |

*Alternate I-(Feb 2026) (Deviation 2026-O0038)*. As prescribed in 15.110(u)(1), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause.

(b)(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: TABLE 15-2[Insert description of the data and format that are required and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408-2, Table 15-1, Note 2. The description may be inserted at the time of issuing the request for proposals, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

**52.216-18 Ordering. (Aug 2020)**

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract effective to 5 years after contract effective date

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

**52.216-19 Order Limitations. (Oct 1995)**

As prescribed in 16.506(b), insert a clause substantially the same as follows:

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than ____[insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ____[insert dollar figure or quantity];

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

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

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

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

(End of clause)

**52.216-21 Requirements. (Deviation 2026-O0038) (Feb 2026)**

REQUIREMENTS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

(f) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after ____[insert date].

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

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

*Small business concern*-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)**

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

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

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

| Material (If none, insert *None*) | Identification No. |
|---|---|
| | |

| | |
|---|---|
| _____ | _____ |
| ____ | ____ |
| ____ | ____ |

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

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

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

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

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

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

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

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

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

(End of clause)

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

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

(End of clause)

**52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)**

NOTIFICATION OF CHANGES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definitions.*

*Contracting Officer*, as used in this clause, does not include any representative of the Contracting Officer.

*Specifically Authorized Representative (SAR)*, as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within ____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments*.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

*Note:* The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

**52.244-2 Subcontracts. (Jun 2020)**

SUBCONTRACTS (JUN 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)
(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of clause)

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

As prescribed in 47.104-4 , insert the following clause:

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

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

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

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

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

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

(End of clause)

**52.247-63 Preference for U.S.-Flag Air Carriers. (Jan 2025)**

PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)

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

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

*United States* means the 50 States, the District of Columbia, and outlying areas.

*U.S.-flag air carrier* means an entity granted authority to provide air transportation in the form of a certificate of public convenience and necessity under 49 U.S.C. 41102.

(b) *U.S. Government-financed international air transportation.* 49 U.S.C. 40118, Government-financed air transportation (commonly referred to as the Fly America Act), requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the General Services Administration to issue regulations that, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) *Use of U.S.-flag carriers for international air transportation.* If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) *Statement of unavailability of U.S.-flag air carriers.* In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation) _____[State reasons]:

(End of statement)

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

**52.248-1 Value Engineering. (Deviation 2026-O0038) (Feb 2026)**

VALUE ENGINEERING (FEB 2026) (DEVIATION 2026-O0038)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) *Definitions*.

*Acquisition savings*, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

*Collateral costs* means agency costs of operation, maintenance, logistic support, or Government-furnished property.

*Collateral savings*, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

*Contracting office* includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

*Contractor's development and implementation costs*, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

*Future unit cost reduction*, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

*Government costs*, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

*Instant contract*, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

*Instant unit cost reduction* means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

*Negative instant contract savings* means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

*Net acquisition savings* means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

*Sharing base*, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

*Sharing period*, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

*Unit*, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

*Value engineering change proposal (VECP)* means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided*, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

| Contractor's Share of Net Acquisition Savings (Figure in Percent) | | | | |
|---|---|---|---|---|
| | **Sharing arrangement** | | | |
| **Contract Type** | **Incentive (Voluntary)** | | **Program Requirement (Mandatory)** | |
| | **Instant Contract Rate** | **Concurrent and Future Contract Rate** | **Instant Contract Rate** | **Concurrent and Future Contract Rate** |
| | | | | |

| | | | | |
|---|---|---|---|---|
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | *50 | *50 | 25 | 25 |
| Incentive (fixed-price or cost) (other than award fee) | (**) | *50 | (**) | 25 |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts) | ***25 | ***25 | 15 | 15 |
| * The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP. | | | | |
| ** Same sharing arrangement as the contract's profit or fee adjustment formula. | | | | |
| *** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP. | | | | |

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.
(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

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

Acquisition.gov

(End of clause)

**52.252-4 Alterations in Contract. (Apr 1984)**

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

___ ___ ___

(End of clause)

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

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

**DFARS Clauses Incorporated by Full Text**

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

As prescribed in 209.270-5, use the following clause:

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

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

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

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

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

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

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

___

___

___

___

*(Insert additional lines as necessary)*

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

(End of clause)

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

| Contract Line, Subline, or Exhibit Line Item Number | Item Description |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

*(1)* Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

**252.217-7027 Contract Definitization. (May 2023)**

CONTRACT DEFINITIZATION (MAY 2023)

(a) A ____ *[insert specific type of contract action]* is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;

(2) All clauses required by law on the date of execution of the definitive contract action; and

(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a ____ *[insert type of proposal; e.g., fixed-price or cost-and-fee]* proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows *[insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]*:

| |
|---|
| ____ |
| ____ |
| ____ |

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated ____ *[insert "cost/price ceiling" or "firm-fixed price"]* in no event to exceed ____ *[insert the not-to-exceed amount]*.

(End of clause)

**252.223-7001 Hazard Warning Labels. (Dec 1991)**

As prescribed in 223.304, use the following clause:

HAZARD WARNING LABELS (DEC 1991)

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

| MATERIAL (If None, Insert "None.") | ACT |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

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

(End of clause)

**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (Apr 2003)**

As prescribed in 225.7307(a), use the following clause.

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of ____, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

**252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041) (Feb 2026) Deviation 2026-O0041 (Feb 2026)**

**ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES(DEVIATION 2026-O0041) (FEB 2026)**

(a) *Definition*. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from *(Contracting Officer to insert applicable information cited in PGI 225.772-1)*.____

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**204-9400(05-24) SUPTXT204-9400(05-24) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION (Dec 2023)**

(a) Insert the following, as applicable, in full text in all solicitations and contracts (including commercial acquisitions) Statement of Work (SOW) or Performance Work Statement (PWS) under the Schedule of Supplies/Services.

To submit recommended contract language to be incorporated into the Naval Supply Systems Command (NAVSUP) Contracts Handbook (CH) as

NAVSUP component text, the language must not meet the requirements for a regulation clarification or change. All submissions (utilizing the text template on Contracting Knowledge Site (CKS)) should be reviewed and approved by the activity's Chief of the Contracting Office (CCO) prior to submission.

(1) SUPTXT204-9400 (05-24) Prescription and Alternative Language

The following shall be inserted in full text in all solicitations and contracts (including commercial acquisitions) which require contractor unclassified access to federally controlled facilities, sensitive information, Information Technology (IT) systems or protected health information. For commercial acquisitions, this text shall be incorporated into either the SOW or PWS.

* Consult with your CSM and ISSM/IAM for local policy when Authorized User (non-sensitive) access is required for non-U.S. citizens outside the U. S.

** Alternative language which may be included as appropriate:

Contractor and all Contractor employees with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12

X.1 Be CAC ready at the properly designated IT System Level

X.2 At minimum, all contractor employees must possess/maintain the required background investigation as determined by the PDT and/or IT access user level. This requirement is critical in order to access the government data base systems It is the contractor's responsibility to ensure that 100% of the contractor employees have the ability to acquire a favorably adjudicated background investigation. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S

X.4 If at any time, any contractor employee requiring a Common Access Card (CAC) is unable to possess/maintain the required adjudicated background investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor employees with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC.

**(1) SUPTXT204-9400(4-22) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY (IT) SYSTEMS OR PROTECTED HEALTH INFORMATION**

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This local text does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contactor employees performing work overseas. This text is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

**CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION**

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

**APPLICABILITY**

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant

Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

**ACCESS TO FEDERAL FACILITIES**

Definition. As used in this clause - Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department, or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

Training. Contractor employees who require routine physical access to a Federally controlled facility or military installation shall complete "Level I Antiterrorism Awareness Training" prior to gaining access to a facility and annually thereafter in accordance with DoDI O-2000.16 Vol. 1. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I Antiterrorism Awareness Training shall be completed by:

1. Completion of "Level I Antiterrorism Awareness Training" available at https://jkodirect.jten.mil/pdf/atl1/launch.html; or

2. Under the instruction of a qualified Level I Antiterrorism Awareness instructor; or

3. By providing a training certificate for "Level I Antiterrorism Awareness Training" training showing completion within the last calendar year.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, prior to being granted access to a Federally controlled facility or military installation.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

**OPERATION SECURITY (OPSEC)**

It is DoD policy according to DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012, as amended to establish and maintain OPSEC programs to ensure national security-related missions and functions are protected.

Training: Contractor employees shall comply with all DoD OPSEC requirements and complete "OPSEC Awareness for Military Members, DoD Employees and Contractor" training within 30 days of onboarding the contract and annual refresher training thereafter. Training shall be completed through a DoD sponsored and certified computer or web-based learning instruction available at https://securityawareness.usalearning.gov/opsec/index.htm.

The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after training is completed by all employees and subcontractor personnel.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

a. OF-306 signed by contractor employee

b. FD-258 Fingerprint Card (Contingent upon availability of electronic fingerprinting submission)

c. Completed Electronic Investigation (e-QIP)

d. All contractor employees with need for a Common Access Card (CAC) must have an active Defense Information System for Security (DISS) profile.

e. Common Access Card (CAC)

f. DISS Visit Request submitted (Contingent upon classification of work being performed, Confidential, Secret, Top Secret).

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

**ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM**

In accordance with DON CIO Memorandum (IT LEVEL DESIGNATION ON DD FORM 2875 SYSTEM AUTHORIZATION ACCESS REQUEST) 08 September 2020, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as Privileged, Enhanced, or Authorized users. All user level accesses may include positions which require access to Controlled Unclassified Information (CUI). CUI includes sensitive information protected under the Privacy Act, to include Protected Health Information (PHI). IT System levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged access, (when specified by the terms of the contract) require a Tier 5 (T5) or T5R equivalent investigation, which is a higher level investigation than the Tier 3 (T3) and T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Contractors requiring Enhanced access, (when specified by the terms of the contract) require a T3, T3R, or equivalent investigation, which is a higher level investigation than the Tier 1 (T1) described below. Due to the enhanced system access, an investigation suitable for Moderate Risk national security positions is required.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the Contracting Officers Representative (COR) shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM upon contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all contractor employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

**INTERIM ACCESS**

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

**DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

**ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION**

Safeguarding sensitive unclassified information is critical to achieve NAVSUP Modernization efforts and deliver cutting-edge and uncompromised capabilities. The Secretary of Defense's operations security (OPSEC) campaign plan stresses the importance of protecting controlled unclassified information (CUI). CUI encompasses OPSEC, critical technology, intelligence, and personally identifiable information that, if not properly identified, marked, and controlled, could impair NAVSUP's ability to conduct its mission. Contractor employees with access to Controlled Unclassified Information (CUI) shall comply with DoDI 5200.48 - Controlled Unclassified Information (CUI) and complete DoD approved initial and annual refresher CUI training.

a. Whenever Government provides CUI to, or CUI is generated by, non-DoD entities, all CUI records must be handled as required by the approved mandatory disposition authority.

b. All CUI records must follow the approved mandatory disposition authority whenever the Government provides CUI to, or CUI is generated by, non-DoD entities in accordance with Section 1220-1236 of Title 36, CFR, Section 3301a of Title 44, U.S.C., and the DoDI 5200.48.

c. Contractor employees shall monitor CUI aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information

d. Contractor employees shall submit unclassified government information for review and approval for release in accordance with the Standard DoD Component Processes, DoDI 5230.09, and DoDM 5205.07, Volume 1.

**CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. If the Security Office validates the contractor's position is Non-Critical Sensitive or if the IT system user level is determined to be Enhanced, at a minimum, each contractor employee must be a US citizen and have a favorably completed T3, T3R, or equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or Enhanced position. The investigation consists of a standard National Agency Check and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or Enhanced position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)

Two FD-258 Applicant Fingerprint Cards or electronic fingerprint submission (preferred))

Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) five (5) years) throughout the contract performance period. The Contractor's Security Representative shall contact the CSM for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the CSM upon the contractor employee acquiring a Common Access Card (CAC) credential. Failure to obtain a CAC credential or provide the required documentation shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM. Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

For classified contracts, if the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Access Request (VAR) via the Defense Information Security System (DISS). If the contractor employee does not have a current favorably adjudicated investigation, the contractor shall submit the Visit Access Request in DISS until the contractor employee has at a minimum an interim clearance. If the contract only requires access to unclassified information, even if the contractor takes a DISS "owning" role over the contractor employee, the Navy Command will also take a DISS "owning" role over the contractor employee during the hiring process and for the duration of assignment under that contract. If the contract requires access to classified information, the contractor's Facility Security Office (FSO) will take a DISS "ownership" role and the Navy command will take a DISS "servicing" role during the hiring process and the duration of assignment under that contract. All VARs requires annual renewal for the duration of the employee's performance under the contract.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and
Must have a favorably completed NACI or T1 investigation or equivalent including a FBI fingerprint check prior to installation access.
To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions
Two FD-258 Applicant Fingerprint Cards (or the preferred method - electronic fingerprint submission)
Original Signed Release Statements
The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

# Section J - List of Attachments

## Attachments:

| Number | Attachment Name | Attachment Description | Reference Identifier | Date |
|---|---|---|---|---|
| 01 | NSN Listing | | NSN Listing | 23 Jun 2026 |
| 02 | SOW | Statement of Work | | 24 Jun 2026 |
| 03 | Demand Band (Buckets) | | | 23 Jun 2026 |
| 04 | CDRLs | | | 23 Jun 2026 |
| 07 | CSDR Plan | | | 23 Jun 2026 |
| 08 | Packaging | | | 23 Jun 2026 |
| 09 | ROI | | | 23 Jun 2026 |
| 10 | Repair Locations | | | 23 Jun 2026 |

# Section K - Representations, Certification, & Other Statements

**FAR Clauses Incorporated by Reference**

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

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | Aug 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government. | Jun 1995 | | |

**FAR Clauses Incorporated by Full Text**

**52.203-2 Certificate of Independent Price Determination. (Apr 1985)**

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

(End of provision)

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of

the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

**52.225-18 Place of Manufacture. (Aug 2018)**

PLACE OF MANUFACTURE (AUG 2018)

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) ☐ Outside the United States.

(End of provision)

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

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution*: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution*: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

| | |
|---|---|
| ☐ Yes | ☐ No |

(End of provision)

**52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)**

PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)**

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

> The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)**

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

*[List as necessary]*

(End of provision)

**252.225-7010 Commercial Derivative Military Article-Specialty Metals Compliance Certificate. (Jul 2009)**

COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) *Definitions*. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

____

____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Alternate IV) (Feb 2024) Alternate IV (Feb 2024)**

*Alternate IV*. As prescribed in 225.1101(9) and (9)(v), use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE IV (FEB 2024)

(a) *Definitions.* "Bahraini end product," "commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Korean end product," "Moroccan end product," "Panamanian end product," "Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7036, Buy American-Free Trade Agreements-Balance of Payments Program-Alternate IV clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate IV clause of this solicitation, the Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror shall identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Australian) end products:

____(Line Item Number) ____(Country of Origin)

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products:

____(Line Item Number) ____(Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except those that are COTS items. If the percentage of the domestic content is unknown, select "no".

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

(3) The Offeror shall list the line item numbers of domestic end products that contain a critical component or a critical item (see section 25.105 of the Federal Acquisition Regulation).

Line Item Number: ____*[List as necessary]*____

(End of provision)

**252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)**

**IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)**

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

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

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software the Contractor must deliver with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research (SBIR) Program or Small Business Technology Transfer Program (STTR) Program, these requirements apply to SBIR/STTR data that will be generated under the resulting contract and will be delivered with SBIR/STTR data rights and to any other data that will be delivered with other than unlimited rights. Notification and identification are not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

| Technical data or computer software to be delivered with restrictions[1] | Basis for assertion[2] | Asserted rights category[3] | Name of person asserting restrictions[4] |
|---|---|---|---|
| (LIST)[5] | (LIST) | (LIST) | (LIST) |
| ___ | ___ | ___ | ___ |

[1] For technical data (other than computer software documentation) related to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

[2] Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data relate. The Government’s rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

[3] Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

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

[5] Enter “none” when all data or software will be submitted without restrictions.

Date ____

Printed Name and Title ____

Signature ____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMKZ01 PRICING INFORMATION (Jan 2025)**

(A) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested if available:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

2. A statement that such catalog or established price list:

   (a) Is regularly maintained

   (b) Is published or otherwise available for inspection by customers.

   (c) States the prices at which sales are currently made to a number of buyers.

3. A statement that such articles are commercial products sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list or;

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities similar to the quantities required hereunder.

| Date of Sale | Quantity of Quotation | Unit Price | Customer Contract No. | Customer |
|---|---|---|---|---|

(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers as shown below:

| Contract No. | Production Lot No. | Date Released | Date of Anticipated Customer Release |
|---|---|---|---|

(D) Offerors are requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought herein in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

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

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.214-34 | Submission of Offers in the English Language. | Apr 1991 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | Apr 1991 | | |
| 52.215-16 | Facilities Capital Cost of Money. | Jun 2003 | | |
| 52.215-22 | Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.215-7011 | Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor. | Jan 2018 | | |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | Jan 2023 | | |
| 252.215-7994 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (DEVIATION 2026-O0048) | Mar 2026 | Deviation 2026-O0048 | Mar 2026 |
| 252.225-7003 | Report of Intended Performance Outside the United States | Oct 2025 | | |
| 252.239-7017 | Notice of Supply Chain Risk. | Dec 2022 | | |

**FAR Clauses Incorporated by Full Text**

**52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)**

ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

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

_____

_____

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

| Offeror Recommendations | | | |
|---|---|---|---|
| Item | Quantity | Price Quotation | Total |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |

| | | | |
|---|---|---|---|
| | | | |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |

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

(End of provision)

**52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)**

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; ■ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box*.]

(End of provision)

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

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

The Government contemplates award of a indefinite delivery requirements type PBL contract resulting from this solicitation.

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

As prescribed in 52.107(a), insert the following provision:

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):

Acquisition.gov (Including FAR Overhaul)

(End of provision)

**52.252-3 Alterations in Solicitation. (Apr 1984)**

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being- altered.

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

___ ___ ___

(End of clause)

**52.252-5 Authorized Deviations in Provisions. (Nov 2020)**

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.215-7012 Requirements for Submission of Proposals via Electronic Media. (Jan 2018)**

As prescribed in 215.408(5)(iii), use the following provision:

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: ____*[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]*

(End of provision)

**252.215-7993 Proposal Adequacy Checklist. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)**

PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-O0048) (MAR 2026)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

| REFERENCES | SUBMISSIONITEM | PROPOSAL PAGE No. | If not provided EXPLAIN (may use continuation pages) |
|---|---|---|---|
| GENERAL INSTRUCTIONS | | | |
| 1. FAR 15.408-2, Table 15-1, | Is there a properly completed first page of the proposal per FAR 15.408-2 Table 15-1 I.A or as specified in the solicitation? | ___ | ___ |

| | | | |
|---|---|---|---|
| Section I Paragraph A | | | |
| 2. FAR 15.408-2, Table 15-1, Section I Paragraph A(7) | Does the proposal identify the need for Government-furnished material /tooling/test equipment? Include the accountable contract number and contracting officer contact information if known. | ___ | ___ |
| 3. FAR 15.408-2, Table 15-1, Section I Paragraph A(8) | Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? | ___ | ___ |
| 4. FAR 15.408-2, Table 15-1, Section I, Paragraph C(1)<br><br>FAR 2.101, "Cost or pricing data" | Does the proposal disclose any other known activity that could materially impact the costs?<br><br>This may include, but is not limited to, such factors as--<br><br>(1) Vendor quotations;<br><br>(2) Nonrecurring costs;<br><br>(3) Information on changes in production methods and in production or purchasing volume;<br><br>(4) Data supporting projections of business prospects and objectives and related operations costs;<br><br>(5) Unit-cost trends such as those associated with labor efficiency;<br><br>(6) Make-or-buy decisions;<br><br>(7) Estimated resources to attain business goals; and<br><br>(8) Information on management decisions that could have a significant bearing on costs. | ___ | ___ |
| 5. FAR 15.408-2, Table 15-1, Section I Paragraph B | Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? | ___ | ___ |
| 6. FAR 15.403-2(b) | Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-2(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) | ___ | ___ |
| 7. FAR 15.408-2, Table 15-1, Section I | Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? | ___ | ___ |

| | | | |
|---|---|---|---|
| Paragraph C(2)(i) | | | |
| 8. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(ii) | Does the proposal disclose the nature and amount of any contingencies included in the proposed price? | ___ | ___ |
| 9. FAR 15.408-2, Table 15-1, Section II, Paragraph A or B | Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? | ___ | ___ |
| 10. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E | Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) | ___ | ___ |
| 11. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E | If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? | ___ | ___ |
| 12. FAR 15.408-2, Table 15-1, Section I Paragraph F | Does the proposal identify any incurred costs for work performed before the submission of the proposal? | ___ | ___ |
| 13. FAR 15.408-2, Table 15-1, Section I Paragraph G | Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? | ___ | ___ |
| COST ELEMENTS | | | |

| | | | |
|---|---|---|---|
| MATERIALS AND SERVICES | | | |
| 14. FAR 15.408-2, Table 15-1, Section II Paragraph A | Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. | ___ | ___ |
| SUBCONTRACTS (Purchased materials or services) | | | |
| 15. DFARS 215.404-8 | Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? | ___ | ___ |
| 16. FAR 15.404-8(b)<br><br>FAR 52.244-2 | Per the thresholds of FAR 15.404-8(b), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data? | ___ | ___ |
| 17. FAR 15.408-2, Table 15-1, Note 1; Section II Paragraph A | Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal?<br><br>If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? | ___ | ___ |
| EXCEPTIONS TO CERTIFIED COST OR PRICING DATA | | | |
| 18. FAR 52.215-20,<br><br>FAR 2.101," commercial product" or "commercial service" | Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?<br><br>a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition?<br><br>b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either-- | ___ | ___ |

| | | | |
|---|---|---|---|
| | i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or<br><br>ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-2(c)(3)(iii)(B)?<br><br>c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)? | | |
| 19. | [Reserved] | | |
| 20. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) | Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? | ___ | ___ |
| | INTERORGANIZATIONAL TRANSFERS | | |
| 21. FAR 15.408-2, Table 15-1, Section II Paragraph A. (2) | For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-1? | ___ | ___ |
| 22. FAR 15.408-2, Table 15-1, Section II Paragraph A(1) | For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR15.403-2? | ___ | ___ |
| | DIRECT LABOR | | |
| 23. FAR 15.408-2, Table 15-1, Section II Paragraph B | Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. | ___ | ___ |

| | | | |
|---|---|---|---|
| 24. FAR 15.408-2, Table 15-1, Section II Paragraph B | For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? | ___ | ___ |
| 25. FAR subpart 22.10 | If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? | ___ | ___ |
| INDIRECT COSTS | | | |
| 26. FAR 15.408-2, Table 15-1, Section II Paragraph C | Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) | ___ | ___ |
| OTHER COSTS | | | |
| 27. FAR 15.408-2, Table 15-1, Section II Paragraph D | Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? | ___ | ___ |
| 28. FAR 15.408-2, Table 15-1, Section II Paragraph E | If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-1? | ___ | ___ |
| 29. FAR 15.408-2, Table 15-1, Section II Paragraph F | When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount? | ___ | ___ |
| FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES | | | |

| | | | |
|---|---|---|---|
| 30. FAR 15.408-2, Table 15-1, Section III | Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408-2, Table 15-1 III? (or alternative format if specified in the request for proposal) | ___ | ___ |
| 31. FAR 15.408-2, Table 15-1, Section III Paragraph B | If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408-2, Table 15-1.III.B? | ___ | ___ |
| 32. FAR 15.408-2, Table 15-1, Section III Paragraph C | For price revisions/redeterminations, does the proposal follow the format in FAR 15.408-2, Table 15-1.III.C? | ___ | ___ |
| | OTHER | | |
| 33. FAR 16.4 | If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum /maximum fee, ceiling price? | ___ | ___ |
| 34. FAR 16.203-4 and FAR 15.408-2, Table 15-1, Section II, Paragraphs A, B, C, and D | If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? | ___ | ___ |
| 35. FAR **52.232-28** | If the offeror is proposing Performance-Based Payments did the offeror comply with FAR **52.232-28**? | ___ | ___ |
| 36. FAR 15.110(v)<br><br>FAR 52.215-22<br><br>FAR 52.215-23 | Excessive Pass-through Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the | ___ | ___ |

| | | | |
|---|---|---|---|
| | proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? | | |

(End of provision)

**252.217-7026 Identification of Sources of Supply. (Jan 2023)**

IDENTIFICATION OF SOURCES OF SUPPLY (JAN 2023)

(a) The Government is required under 10 U.S.C. 4753 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

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

TABLE

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

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

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

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

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

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

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

(End of provision)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMLZ05 REVIEW OF AGENCY PROTESTS (Feb 2026)**

(Applicable when FAR Overhaul clause 52.233-2 (DEVIATION 2026-O0026) (FEB 2026) and/or 52.233-3 (DEVIATION 2026-O0026) (FEB 2026) are included).

In accordance with FAR Overhaul Section 33.104-4(a)(5), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision must address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official

NAVSUP WSS Code N7

Building 410, South End, Bay A30

5450 Carlisle Pike, PO Box 2020

Mechanicsburg, PA 17055-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official

NAVSUP WSS Code N7

Building 1, Rm. 2209

700 Robbins Avenue

Philadelphia, PA 19111-5098

**WSSTERMLZ06 CONSIGNMENT INSTRUCTIONS (Sep 2022)**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website

https://home.daas.dla.mil/daashome/daasinq.asp

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.

If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434.

# Section M - Evaluation Factors for Award