SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
ROVKKITS0001	28

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPMYM326Q5044	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Robert Dowdle	207-438-4504	16 Jul 2026 05:00 PM

9. ISSUED BY CODE SPMYM3

DLA MARITIME - PORTSMOUTH
CONTRACTING DIVISION (DLA-KME), PORTSMOUTH NH 03801-5000
PORTSMOUTH, NH 03801-5000
UNITED STATES
Robert Dowdle, Email: robert.s.dowdle.civ@us.navy.mil Telephone: 207-438-4504

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR
- ☒ SET ASIDE: 100 % FOR:
  - ☒ SMALL BUSINESS
  - ☐ HUBZONE SMALL BUSINESS
  - ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
  - ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
  - ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
  - ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 339930

SIZE STANDARD: 700

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING DO-C9
☐ SEE SCHEDULE		☒	14. METHOD OF SOLICITATION: ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Schedule

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Created On:
01 Jul 2026, 16:42 PM Greenwich Mean Time

Section A - Solicitation/Contract Form

ROV Kits IDIQ

Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-YM3 A1 YM3 A1 **(Sep 2025)**

YM3 A1: Additional Information

Contracting Officer's point of contact is:

Robert Dowdle, KME.RD email: robert.s.dowdle.civ@us.navy.mil

Submit invoices via Wide Area Workflow (https://wawf.eb.mil) in accordance with the instructions contained in FAR 252.232-7006 (Wide Area Workflow Payment Instructions). Calls inquiring on payments can be made to DFAS Cleveland Customer Service 1-855-608-3975, Monday - Friday between the hours of 9:30 a.m. - 2:30 p.m. EST.

When invoicing, please ensure you invoice matches exactly what the WAWF table in clause 252.232-7006 dictates, and that you enter in the proper ACRN for the line item for the associated CLIN. Do NOT leave the ACRN field blank. If the information does not match you may be subject to significant payment delays or invoice rejections.

DFAS online ticketing system: https://corpweb1.dfas.mil/askDFAS/custMain.action?mid=14

WAWF invoice/reject inquiries can be made to ask DFAS by email at: https://www.dfas.mil/dfas/AskDFAS/

The DFAS website is https://www.dfas.mil/dfas/AskDFAS/DoDAAC.html

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Allowed Per Order
Minimum: 100 Kit
Maximum: 500 Kit

Government Minimum/Maximum to Order
Minimum: 300 Kit
Maximum: 500 Kit

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	ROV Kits As per Attachment 1 - Statement of Work Pricing Arrangement: Firm Fixed Price	500	Kit		
Option Line Item 1001	ROV Kits As per Attachment 1 - Statement of Work Pricing Arrangement: Firm Fixed Price	500	Kit		
Option Line Item 2001	ROV Kits As per Attachment 1 - Statement of Work Pricing Arrangement: Firm Fixed Price	500	Kit		
Option Line Item 3001	ROV Kits As per Attachment 1 - Statement of Work Pricing Arrangement: Firm Fixed Price	500	Kit		
Option Line Item 4001	ROV Kits As per Attachment 1 - Statement of Work Pricing Arrangement: Firm Fixed Price	500	Kit		

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

1. SCOPE. This statement of Work (SOW) supports the purchase of SeaPerch ROV Kits.

2. BACKGROUND:

2.1 Location. Kits are intended for use by the Portsmouth Naval Shipyard STEM Outreach Program in partnership with educational institutions and nonprofits. Kits will be delivered to Portsmouth Naval Shipyard.

3. REQUIREMENTS.

Kits must include the following:

- 10 PVC Elbows
- 6 PVC 1/2" Pipes (12" long)
- 4 PVC Tees
- 1 Mesh (12"x8")
- 2 Pool Noodles (5" piece)
- 15 Cable/Zip Ties
- 1 CAT 5 Tether Cable
- 1 Butyl Rubber Tape
- 18 AWG Speaker Wire
- 2 Alligator Clips
- 2 Alligator Clip Insulators
- 1 12V DC Battery
- 1 12V DC Battery Charger
- 1 Solder
- 1 Safety Glasses
- 1 SeaPerch 8" Ruler
- 2 Disposable Latex Gloves
- 1 Sharpie Marker
- 1 SeaPerch Pen
- 1 SeaPerch Tote Bag
- 1 Controller Pack, including:
    - 1 Controller case with cover and screws
    - 1 SeaPerch Printed Circuit Board
    - 1 Fuse Holder
    - 1 Fuse 6.3A
    - 1 RJ45 Modular Jack
    - 2 Toggle Switches
    - 2 Pushbutton Switches
    - 2 Pushbutton Switch Caps
- 1 Thruster Pack, including:
    - 3 Cable/Zip Ties
    - 3 12V Motors
    - 3 Die Cut Sticker Sets
    - 3 35mm Film Canisters
    - 1 Wax Bowl Ring

- 1 Propeller Pack, including:
  - 3 Propellers
  - 3 Propeller Shaft Threaded Couplers
  - 3 Tee Nut Inserts
  - 3 Nylon Insert Hex Locknuts
  - 1 Alcohol Wipe

Any company claiming to provide an acceptable alternate product, must design and demonstrate that product within 2 weeks after the solicitation closes, at no cost to the Government, for assessment of technical acceptability. Failure to adhere to this demonstration timeline will result in the alternate offer being deemed technically unacceptable.

DLA Procurement Notes

C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

*****

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2023)

(1) By submitting a quotation or offer, the contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) of this procurement note, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item (s), such as date codes, lot codes, or serial numbers. In addition, the contractor will obtain and supply any quality requirements necessary to prove the material meets the technical description. Evidence of quality consist of test results, material certifications, and manufacturing process sheets, identified by the technical data.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website

(http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance- Program/).

(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

*****

C14 Correction of Nonconforming Packaging or Marking (MAY 2020)

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

*****

C04 Unused Former Government Surplus Property (SEP 2021)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes **[__]** No **[__]**

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and

Government Entity (CAGE) Code and part number, specification, etc.). Yes **[__]** No __ The material conforms to the revision letter /number, if any is cited. Yes **[__]** No **[__]**

Unknown __

If No, the revision does not affect form, fit, function, or interface. Yes__ No __ Unknown __

The material was manufactured by:

(Name): _____

(Address): _____

(2) The offeror currently possesses the material Yes __ No __

If yes, the offeror purchased the material from a Government selling agency or other source**.**

Yes __ No __ If yes, complete the following:

Government Selling Agency: _____

Contract Number: _____

Contract Date: (Month, Year): _____

Other Source: _____

Address: _____

Date Acquired: (Month/Year) _____ (3) The material has been altered or modified. Yes __ No __ If Yes, complete the following:

Name of the company that performed the alternation or modification:

_____

[(Address): _____

Complete description of the alterations or modifications.

_____

_____ (4) The material has been reconditioned. Yes __ No __ If Yes, complete the following:

(i) The price offered includes the cost of reconditioning /refurbishment. Yes __ No __ (ii) Name of the company that reconditioned the material.

_____

(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

_____

_____

The material contains cure-dated components. Yes __ No __ If Yes, complete the following:

(i) The price includes replacement of cure-dated components. Yes __ No __

(ii) Cure date: _____

(5) The material has data plates attached. Yes __ No __ If Yes, insert all information contained on the data plate.

_____
_____

(6) The offered material is in its original package. Yes __ No __ If yes, complete the following:

Contract Number _____

NSN_____

CAGE Code_____

Part Number _____

Other Markings/Data_____

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes __ No __

If Yes, complete the following:

(i) The material being offered is from the same original Government contract number as that provided previously. Yes __ No __

(ii) State below the Government Agency and contract number under which the material was previously provided:

Agency _____

Contract Number_____

(8) The material is manufactured in accordance with a specification or drawing. Yes __ No __ If Yes, complete the following:

(i) The specification/drawing is in the possession of the offeror. Yes __ No __

(ii) The offeror has stated the applicable information below: Yes __ No __

Specification/Drawing Number _____

Revision (if any) _____

Date_____

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes __ No __

If Yes, complete the following:

(i) Material has been re-preserved. Yes __ No __

(ii) Material has been repackaged. Yes __ No __

(iii) Percentage of material that has been inspected is ____%; and/or

(iv) Number of items inspected is _____

(v) A written report was prepared. Yes __ No __

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror will forward one of the following, within 24 hours of request by the contracting officer, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

___ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices /receipts used by the original purchaser to resell the material.

___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note Yes __ No __)

___ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe:

_____

This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

*****

C20 Vendor Shipment Module (VSM) (JUL 2024)

(1) The DLA Vendor Shipment Module (VSM) is a web-based system for DLA contractors to obtain current shipping addresses, two-dimensional bar-coded shipping labels in accordance with MIL-STD-129, bills of lading, packing lists, and other shipping documentation. Contractors using VSM do not need to contact the transportation office prior to shipping items. Contractors shall use VSM to print labels for f.o.b. destination contracts; and to print labels and arrange for shipping for f.o.b. origin contracts. All contractors will use VSM to obtain shipping labels no more than two (2) days prior to shipment to ensure the current destination address is used.

(2) To obtain information for contracts administered by DLA or to register as a VSM user, the contractor shall contact the DLA VSM Helpdesk at (800) 456-5507 or via email to delivery@dla.mil.

(a) Before contacting the Government to advise that material is ready to ship, the contractor shall complete its VSM profile, to include regular business hours and observed holidays. The Government may request reimbursement for occurrences when the Government sends carrier equipment but is unable to pick-up a shipment because the material was unavailable, or the contractor facility was closed.

(3) To obtain information for contracts administered by DCMA, the contractor shall contact the DCMA that are for contracts where the ultimate destination is outside the contiguous United States, hazardous material, foreign military sales (FMS), or contracts requiring Transportation Protective Service, the contractor shall contact the DCMA Transportation to determine the cognizant Transportation Office at dcma.stlouis-mo.hq.mbx.transportation-inbox@mail.mil.

(b) Shipping instruction request (SIR). The SIR is DCMA's contractor interface which automates the shipping process by reducing data entry and cycle time and facilitates data collection for management of the process. Suppliers use SIR to send requests for shipping instructions to the DCMA Transportation Office. The SIR is designed to improve DCMA's ability to track and efficiently field requests to improve the timing and quality of shipments from contractors.

(1) Contracting officers at DLA Aviation, DLA Land and Maritime, and DLA Troop Support shall include procurement note C21 in solicitations and contracts if DCMA administers the contract and any of the following apply:

(i) Contracts where ultimate destination is outside the contiguous United States;

(ii) Hazardous material (HAZMAT) contracts;

(iii) Foreign Military Sales (FMS);

(iv) Contracts requiring Transportation Protective Service.

*****

Requirements

ROV Kits
As per Attachment 1 - Statement of Work

Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-C500 YM3 C500 (Sep 2025)

YM3 C500: Mercury Control (Supplies)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

KME-YM3 C528 YM3 C528 (Sep 2025)

YM3 C528: Specification Changes

No changes to specification or other contract technical requirements are allowed without Contracting Officer approval

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-YM3 D4 YM3 D4 (Sep 2025)

YM3 D4: Preparation for Delivery (Commercially Packaged Items)

Preservation, packaging and packing shall be in accordance with ASTM Designation D-3951(Latest Revision), "Standard Practice for Commercial Packaging

KME-D2.2 YM3 D 2.2 (Sep 2025)

YM3 D2.2: Marking of Shipments

The contractor shall mark all shipments of military packaged items in accordance with MIL-STD-129 (Latest Revision) "Marking for Shipment and Storage" and all commercially packaged items in accordance with ASTM-D-3951 (Latest Revision) "Standard Practice for Commercial Packaging.

KME-YM3 D8 YM3 D8 (Sep 2025)

YM3 D8: Prohibited Packing Materials

The use of asbestos or excelsior is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

DLA Procurement Notes

E05 Product Verification Testing (MAY 2020)

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitly state this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.

(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the

Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number [*contractor insert*] and Lot/Item Number [*contractor insert*]" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy of the system of record receiving report as a packing list, in accordance with DFARS Appendix F. The contractor shall mark the exterior of the shipping container in accordance with MIL-STD-129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express). The contractor shall include the following in the interior package:

(a) Hard copies of the contract;

(b) Material certifications/process operation sheets; and

(c) Drawings used to manufacture the units and return shipping information.

(4) The Government will return samples that pass testing and are not destroyed during evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.

(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

*****

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-1	Contractor Inspection Requirements.	Apr 1984		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-YM3 E2 YM3 E2 **(Sep 2025)**

YM3 E2: Inspection and Acceptance (Destination)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form: DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) Receipt and Acceptance Receiving Report. The executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: No instructions. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES Government Official, Government Telephone: 207-438-5206
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: No instructions. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES Government Official, Government Telephone: 207-438-5206
Option Line Item 2001	Inspection and Acceptance Location Both Destination Instructions: No instructions. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES Government Official, Government Telephone: 207-438-5206
Option Line Item 3001	Inspection and Acceptance Location Both

	Destination Instructions: No instructions. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES Government Official, Government Telephone: 207-438-5206
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: No instructions. DoDAAC: N39040 CountryCode: USA PORTSMOUTH NAVAL SHIPYARD GF RECEIVING OFFICER, BUILDING 170 KITTERY, ME 03904-5000 UNITED STATES Government Official, Government Telephone: 207-438-5206

Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance
From 01 Sep 2026 to 31 Aug 2031

The ordering period above may include unexercised options

Contractor
Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC	Special Handling/Notes
0001	Period of Performance From 01 Sep 2026 To 31 Aug 2027	500 Kit		FoB Details Contractor Destination
Option Line Item 1001	Period of Performance From 01 Sep 2027 To 31 Aug 2028	500 Kit		FoB Details Contractor Destination
Option Line Item 2001	Period of Performance From 01 Sep 2028 To 31 Aug 2029	500 Kit		FoB Details Contractor Destination
Option Line Item 3001	Period of Performance From 01 Sep 2029 To 31 Aug 2030	500 Kit		FoB Details Contractor Destination
Option Line Item 4001	Period of Performance From 01 Sep 2030 To 31 Aug 2031	500 Kit		FoB Details Contractor Destination

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		
52.247-34	F.o.b. Destination.	Jan 1991		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-YM3 F500 YM3 F500 (Sep 2025)

YM3 F500: Consignment Instructions for Deliveries to the Portsmouth Naval Shipyard

Consign Parcel Post shipments to Portsmouth, NH 03801.

For access to the Portsmouth Naval Shipyard (PNS), contact PNS Security Pass Office at 207-438-2235/2614.

MARK SHIPPING DOCUMENTS: "Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone: 207-438-5521/5206".

NOTICE: CARRIER'S DRIVERS ENTERING PORTSMOUTH NAVAL SHIPYARD MUST BE UNITED STATES CITIZENS BY BIRTH OR MUST CARRY EVIDENCE OF NATURALIZATION.

Except by special arrangement, shipments will be received only between the hours of 7:00 AM and 2:30 PM local time, Monday through Friday (Federal Holidays excepted).

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

COMBO

(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.

N/A

(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	N50082
Issue By DoDAAC	SPMYM3
Admin DoDAAC	SPMYM3
Inspect By DoDAAC	N/A
Ship To Code	N39040
Ship From Code	N/A
Mark For Code	TBD
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N39040
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

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

(g) *WAWF point of contact.*

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

N/A

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

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

(End of clause)

Section H - Special Contract Requirements

DLA Procurement Notes

H10 Requires No Access to DLA Controlled Technical Data or Information for Contract Performance (FEB 2020)

Awardee has confirmed it will not require access to DLA controlled technical data or information for contract performance, and it will provide items that conform to the current revision of applicable technical data.

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Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
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		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 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		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	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		
252.225-7013	Duty-Free Entry.	Aug 2025		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Aug 2020)

ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9/01/2026 through 8/31/2031[insert dates].

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 300 Kits[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 contract maximum[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of contract maximum[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 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

INDEFINITE QUANTITY (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 8/31/2031[insert date].

(End of clause)

52.217-6 Option for Increased Quantity. (Mar 1989)

OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days[insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days days[*60days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years(months) (years).

(End of clause)

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

DLAD-5452.233-9001 5452.233-9001 (Sep 2025)

5452.233-9001, DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

Section J - List of Attachments

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment 1 - Statement of Work	Statement of Work	Attachment 1	01 Jul 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		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

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L08 Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations

***Reinstated in DLAD 12.301(S-111) and 15.303(c)(3)(i) 07/18/2024**

(1) The Government will use the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil) (formerly Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR)) and may use other performance history to evaluate suppliers' past performance.

(2) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies the Government is purchasing.

(3) The contracting officer will use the quality and delivery classifications identified for a supplier in SPRS to evaluate a supplier's past performance in conjunction with the supplier's references (if requested). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(4) SPRS generates classifications daily for each contractor. The SPRS Software User's Guide for

Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) and the SPRS

Government User Guide (https://www.sprs.csd.disa.mil/pdf/SPRS_Government.pdf) provide instructions for accessing SPRS classifications. Contractors have access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications; the SPRS reporting procedures and classification methodology detailed in the SPRS Software User's Guide for Awardees/Contractors

(https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf); and the SPRS Evaluation Criteria

(https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The SPRS Software User's Guide for Awardees/Contractors (https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf) provides the method to challenge a rating generated by SPRS.

L09 Reverse Auction (OCT 2016)

The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting

Officer does not conduct a reverse auction, award may be made on initial offers or following discussions.

If the Contracting Officer decides to use line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following applies:

(1) The contracting officer may use reverse auction as the pricing technique during discussions to receive the final offered prices from each offeror.

(2) During each round of reverse auction, the system displays the lowest offer price(s) unless the auction instructions are different. All offerors and authorized auction users see the displayed lowest price(s). This disclosure is anonymous and a generic identifier displays for the offeror. Generic identifiers include designators such as "offer A" or "lowest-priced offeror." By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(3) An offeror's final auction price at the close of the reverse auction is considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the contracting officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the contracting officer determines that it would be in the best interest of the Government to re-open the auction.

(4) The contracting officer identifies participants to the DLA commercial reverse auction service provider. To be eligible for award and participate, the offeror must agree with terms and conditions of the entire solicitation and the commercial reverse auction service. The reverse auction pricing tool system administrator sends auction information in an email. The reverse auction system designates offers as "lead," meaning the current low price in that auction, or "not lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "lead" and the second or subsequent offer of that price as "not lead." If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation or a low-price technically acceptable source selection is being used, the "Not Lead" offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award. If evaluation factors in addition to price were listed in the solicitation and a tradeoff source selection is being used, tie offers that are "Not Lead" will be considered and evaluated.

(5) Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the contracting officer or designated representative immediately. The contracting officer may, at their sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(6) Training. The commercial reverse auction service provider or government representative conducts training for offerors. Offerors receive training through written material, the commercial reverse auction service provider's website, or other means. Trainers name employees successfully completing the training as a "Trained Offeror." Only trained offerors may engage in a reverse auction. The contracting officer reserves the right to remove the "trained offeror" title from anyone who fails to obey the solicitation or commercial reverse auction service provider terms and conditions.

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L31 Additive Manufacturing (JUN 2018)

(1) Additive manufacturing (AM) is a process of joining materials to make objects from three- dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.

(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM- produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.

(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

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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		

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		

Section M - Evaluation Factors for Award

DLA Procurement Notes

M05 Evaluation Factor for Unused Former Government Surplus Property (SEP 2016)

(1) All offers for unused former Government surplus property shall have a $200 evaluation factor.

(2) All offers for CSI require evaluation by the ESA(s). An evaluation factor of $600 shall be applied for coordination with each ESA.

(3) If the contracting officer cannot determine acceptability and coordinates with the ESA(s) on other than CSI, an evaluation factor of $600 shall be applied for each ESA.

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Additional Regulation or Supplemental Clauses Incorporated by Full Text

KME-YM3 M8A YM3 M8A (Sep 2025)

YM3 M8A AWARD BY AGGREGATE

Award shall be made to the low aggregate offeror on all items. If there is no eligible low aggregate offeror on all items, then the Government reserves the right to award by item, provided that when awarding by item, the further right is reserved to avoid the administrative costs of multiple awards.