INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

1. SOLICITATION NUMBER	2. *(X one)*	
SPRPA1-26-R-VC04		a. SEALED BID
	X	b. NEGOTIATED *(RFP)*
26033-0006		c. NEGOTIATED *(RFQ)*

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding $25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply,the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse,fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C.1001.

3. ISSUING OFFICE *(Complete mailing address, including Zip Code)*

DLA AVIATION AT PHILADELPHIA, PA
DLR PROCUREMENT OPERATIONS (AP)
700 ROBBINS AVENUE BUILDING 26
PHILADELPHIA PA 19111-5098

4. ITEMS TO BE PURCHASED *(Brief description)*

SEE SCHEDULE

5 PROCUREMENT INFORMATION *(X and complete as applicable)*

X	a. THIS PROCUREMENT IS UNRESTRICTED						
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING *(X one)*. *(See Section L of the Table of Contents in this solicitation for details of the set-aside.)*						
		(1) Small Business		(2) Labor Surplus Area Concerns		(3) Combined Small Business/Labor Area Concerns	

6. ADDITIONAL INFORMATION

CAUTION TO OFFERORS - NO CONTRACT WILL BE AWARDED UNDER THIS SOLICITATION AT GREATER THAN FAIR AND REASONABLE PRICES.

7. POINT OF CONTACT FOR INFORMATION

a. NAME *(Last, First, Middle Initial)*	b. ADDRESS *(Include Zip Code)*
J.M. OCONNOR APAC.39	**DLA AVIATION AT PHILADELPHIA, PA** **PHILADELPHIA PA 19111-5098**
c. TELEPHONE NUMBER *(Include Area Code and Extension) (NO COLLECT CALLS)*	
(215) 737-0550	

8. REASONS FOR NO RESPONSE *(X all that apply)*			
	a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT
	c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	e. OTHER *(Specify)*		

9. MAILING LIST INFORMATION *(X one)*				
	YES		NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED

10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS *(INCLUDE ZIP CODE)*	
c. ACTION OFFICER			
(1) Typed or Printed Name *(Last, First, Middle Initial)*	(2) Title	(3) Signature	(4) Date Signed *(YYMMDD)*

DD Form 1707 Reverse, MAR 89

FOLD FOLD

FOLD FOLD

FROM

AFFIX STAMP HERE

SOLICITATION NUMBER	
SPRPA1-26-R-VC04	
DATE *(YYMMDD)*	LOCAL TIME
2026 AUG 10	02:00 P.M.

TO

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF
	DO-A1	1 54 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	SPRPA1-26-R-VC04	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2026 JUL 09	26033-0006

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
DLA AVIATION AT PHILADELPHIA, PA DLR PROCUREMENT OPERATIONS (AP) 700 ROBBINS AVENUE BUILDING 26 PHILADELPHIA PA 19111-5098	SPRPA1	

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 1 ROOM 2223 until 02:00PM (Hour) local time 2026 AUG 10 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	J.M. OCONNOR APAC.39	(215) 737-0550

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)

15B. TELEPHONE NO. (Include area code)	15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 6KD 8145-00-260-9548 YX SHIPPINF AND STORAG SHELF LIFE 0-00 FOR REFERENCE ONLY 61528 P069-2 4MJR3 P069-2 7MH71 P069-2 19986 8793-P105 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 10 1 00 00 00 0 00 A 00 A 00 FFF 1.6 0.347 M PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
	SHIP TO				
0001AA	RQN: PSPT54-6020-0005 DSP002 TP: 1 PROJ: RDD: 603 FMS CASE: JXL MARK FOR: DSPT00 SUPPL ADDRESS: DA2JXL	36	EA		
0001AB	FIRST ARTICLE TEST (GOVERNMENT - NON-DESTRUCTIVE)	1	LO	NSP	
	SOLICITATION NOTES: This item requires engineering source approval by the design activity in order to maintain the quality of the part. If you have not manufactured this item before for DLA Weapons Support Phildelphia and want to become an approved source of supply, please contact the buyer by email to inquire about source approval request procedures. INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN POC EMAIL: JILLIAN.OCONNOR@DLA.MIL				

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

WSSTERMBAOO
CONTACT INFORMATION

When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to that office for necessary action.

Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:
Code: (<APAC.39>) Weapon System LRC: (<LRC>)
Telephone: (<267-896-6569>)
E-Mail: (<JILLIAN.O'CONNOR@DLA.MIL>)

In the event that the listed PCO contact information is no longer valid and a follow-on PCO cannot be identified, contact itimp.wss.fct@navy.mil.

WSSTERMBZO4
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in Section I in this solicitation and requires offerors to--
(1) identify and hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
(2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

While not an all-inclusive listing of hazardous material, at a minimum, any item with a four-digit Federal Supply Code (FSC), which correlates to the first four positions of the National Stock Number (NSN), of 6810, 6820, 6830, 6840, 6850,7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or an appropriate representation that there is no hazardous material contained in theitem.

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited tiem is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUPWSS Code 0772, at (717) 605-1361. (10-06)

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CLIN: 0001
NIIN: 002609548 **ACTIVITY USE ONLY: TDP VERSION NO.: 029**
ITEM NAME: SHIPPINF AND STORAG

1. SCOPE

1.1 Container shell material is <POLYETHYLENE> .

1.2 Manufacturing process is <BLOW MOLDING> .

1.3 PRE-AWARD / POST AWARD REQUIREMENTS:
Due to the critical use of this item and its quality history, a pre-award survey and post-award conference may be required for all new manufacturers. For all previous sources, a post-award conference may be recommended.

1.4 Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with <AVIATION SUPPLY OFFICE> drawing number (<80132>) <P069-2> , Revision <LATEST> and all details and specifications referenced therein.

1.5 Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government or any other source and is the sole responsibility of

the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

1.6 If MIL-STD-454 is referenced in the drawings or in the specification, the contractor is expected to show compliance with IPC/EIAJ-STD-001C.

1.7 When discrepancies exist between these requirements and those on current manufacturer's drawings,contact code <BUYER ON PAGE 1> or code N241.10

2. APPLICABLE DOCUMENTS

2.1

DRAWING NO.	CAGE	REV	DOC TYPE	DISTR CD	SHEET NR	REV	TYPE	SIZE
P069	80132	P		A				

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG NTC	SUPP
MIL-I-45208			A	24 JUL 81	A	1		

3. REQUIREMENTS

Please Contact "Buyer on Page One" for nameplate requirements.

3.1 Reference to Cadmium plating shall be deleted and the following substituted: "Finish shall be electrodeposited alkaline Zinc-Nickel Alloy in accordance with ASTM B 841 Class 1, Type B, Grade 3." Contact code <Buyer on Page One> or code N241.10 to arrange for First Article Test location When a First Article is required, the contractor shall submit a paper copy of the drawings (size 11" X 17"), contracts and approved ECP's ECO's, deviations waivers, and modifications in the records recepticle or inside the container submitted for the First Article.

3.2 One third (1/3) unit of desiccant (MIL-D-3464, Type II nondusting) per cubic foot of container interior volume shall be placed in desiccant holder of each container at time of shipment. All containers must be affixed with a nameplate that includes a
Unique Identification (UID) marking as referenced in the drawing package
Drawing <(80132) 15930> and IAW Mil-STD-130 latest revision. The contractor
shall contact NAVICP code <contact buyer on page 1> or code 0771.10 for the alphanumeric
sequential serial number group that makes up part of the UID.
The UIDwill be included on the nameplate in data matrix format.

WSSTERMCZO1
CONFIGURATION MANAGEMENT AND CONTROLS

1.0 Configuration Management

1.1 The cognizant Naval Air Systems Command (NAVAIR) Program Manager will maintain configuration control and change authority for all items in this contract.

1.2 In accordance with the configuration management provisions of this contract, the Contractor must maintain the total Equipment baseline configuration of the parts on this contract including, but not limited to, hardware, software and firmware.

NOTE: The latest revisions of the DOD Forms referenced in this term can be found at https://www.esd.whs.mil/dd. The latest revisions of the DIDs referenced in this term can be found at https://quicksearch.dla.mil/.

2.0 Engineering Changes

2.1 The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the Contractor due to a misclassification of an Engineering Change Proposal (ECP) by the Contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. ECP's are classified as Class I (Major) or Class II (Minor). For detailed classification criteria refer to the DD Form 1692 instructions sheet. ECPs must be prepared in accordance with DI-SESS-80639E, Engineering Change Proposal (ECP).

NOTE: Any ECP or notification of an ECP submitted to the PCO in accordance with this paragraph must also be copied to the NAVSUP WSS CM Team at usn.philadelphia.navsupwssphil.mbx.configuration-management@us.navy.mil.

2.1.1 Class I (Major) Changes: The Contractor must coordinate with the cognizant NAVAIR Program Office prior to any

WSSTERMCZ01 (CONT)
CONFIGURATION MANAGEMENT AND CONTROLS

Class I ECP submission. The Contractor must submit all Class I changes, via the Defense Contract Management Agency (DCMA) Contract Management Office (CMO) and the Procurement Contracting Officer (PCO), to the cognizant NAVAIR Program Office for approval or disapproval. The Contractor must notify the PCO of any pending or approved Class I engineering changes with another Government activity that the Contractor proposes to incorporate under this contract. The cognizant NAVAIR Program Office will approve or disapprove of all Class I changes. Any approved Class I change may necessitate contract changes by the contracting officer, which changes may be handled under the Changes clause of this contract, FAR 52.243-1. The Contractor must not implement a Class I change on this contract until a contract modification is issued by the PCO.

2.1.2 Class II (Minor) Changes: Any Class II change involving a Critical Safety Item (CSI) must be submitted to the PCO for NAVAIR Program Office approval unless NAVAIR has delegated approval authority to the cognizant DCMA CMO. For Class II changes to items without a criticality determination, the items will be considered CSI for the purposes of processing in accordance with this paragraph. Class II changes related to non-CSI's must be submitted to the cognizant DCMA CMO for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Class II changes must be made at no additional cost to the Government.

2.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I or Class II ECP.

3.0 Variances

3.1 The Contractor must not deliver any item for acceptance by the Government that incorporates a known departure from product definition information unless a Request for Variance (RFV) has been approved. Authorized variances are a temporary departure from the requirements only and do not authorize a change to the item's approved configuration. RFV's are classified as Critical, Major, or Minor. For detailed classification criteria refer to the DD Form 1694 instructions sheet. Any variance requests to CSI's must be classified as major, at a minimum. For variances to items without a criticality determination, the items will be considered CSI for the purposes of processing and classified as a major, at a minimum. Variance requests shall be prepared in accordance with DI-SESS-80640E - Request for Variance (RFV).

NOTE: Any RFV submitted to the PCO in accordance with this paragraph must also be submitted to the NAVSUP WSS RFV Review Team at usn.philadelphia.navsupwssphil.mbx.rfv-review-team@us.navy.mil.

NOTE: Should a variance be discovered after product delivery, the Contractor must notify the PCO and NAVSUP WSS Quality (NOE_N22@us.navy.mil).

3.1.1 Critical/Major Variances: The Contractor must submit all critical/major variance requests, via the DCMA CMO and the PCO, to the cognizant NAVAIR Program Office for approval or disapproval. All approved critical/major variances require a contract modification by the PCO prior to final inspection and acceptance of the items.

3.1.2 Minor Variances: For minor RFVs, delivery and/or shipment of such items under this contract is not permitted until approved by the cognizant DCMA CMO.

3.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a critical, major, or minor variance.
(12/23)

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

CLIN: 0001
NIIN: 002609548 **ACTIVITY USE ONLY: TDP VERSION NO.: 029**
ITEM NAME: SHIPPINF AND STORAG

5. PACKAGING- MIL-STD 2073 PACKAGING APPLIES AS FOUND ELSEWHERE IN THE SCHEDULE

252.211-7003
ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

252.211-7003 (CONT)
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,

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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 subasssembly 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 off 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
< >	< >
< >	< >
< >	< >
< >	< >

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

(iii) Subassemblies, components, and parts embedded within delivereditems, 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 paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology Interrnational 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 Appliccation 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 Ideentifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(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).

252.211-7003 (CONT)
ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(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 < > , 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.

WSSTERMDZ03
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 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 Section B, Part I of 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

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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.

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3in.x5in.	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 LEVEL 1	RED	Unit, intermediate and Shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and Shipping (size permitting)
C1*	LEVEl 1 Special CLEAN O2-N2	GREEN	Unit, intermediate and Shipping
CP/VG*	SPECIAL CLEAN 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).
a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

(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)	Alternative Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	
8145 002609556	P069-1	N 001 000 GX 1 00 K3 LT B ED
8145 002609559	P069-3	UCL = B
8145 002609562	P069-4	SPMK = 39
8145 010124088	P069-6	PACK = QFF
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	IF MOP/PMT = GX,
8145 012622983	15450-2	N 001 000 GX 1 00 K3 GH Z ED
8145 012622984	15450-3	Z= use 1.5" of "GH" cushioning
8145 012622985	15450-4	between barrier bag and Unit Container
8145 012622986	15450-5	UCL = B
8145 012622987	15450-6	SPMK = 39
8145 012622988	15450-7	PACK = QFF
		For all other MOPs/PMTs
		N 001 000 51 1 00 EA GH F ED
		UCL = B
		SPMK = 03
		PACK = QFF

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
Cherry Point, NC - 252-466-2331
Jacksonville, FL - 904-542-1014
San Diego, CA - 619-545-8360
Puget Sound, WA - 360-476-9777
Yokosuka, JAPAN - 011-81-46-816-6304
Lemoore, CA - 559-998-0220
Okinawa, JAPAN - 011-81-46-816-6304
Iwakuni, JAPAN - 011-81-46-816-6304
Bahrain - 011-318-439-9553

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PRESERVATION, PACKAGING, PACKING AND MARKING

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, FY4494, 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.
(12-25)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

CLIN: 0001
NIIN: 002609548 **ACTIVITY USE ONLY: TDP VERSION NO.: 029**
ITEM NAME: SHIPPINF AND STORAG

4. QUALITY ASSURANCE

Due to the proven nature of this design over years of service no FAT is to be performed. In lieu of FAT the local QAR shall perfom a production lot test consisting of a sample of five (5) units to be pulled at random from the lot. Each unit will then have the inner and outer dimension (LxWxH) measured with the results forwarded to BUYER ON PAGE 1 for review. The contractor shall be responsible for performing all First Article Testing of the container.The local Government DCMA/QAR shall witness the testing.The contractor shall submit a report to NAVSUP WSS code <Buyer on Page One> or code N241.10 detailing the results. Requirements for this FAT include a review of workmanship and a dimensional check using the drawing package as a reference. Once the test report is received and reviewed by NAVSUP WSS, a notice of approval for production will be authorized or a disapproval notice will be issued requiring the contractor to prepare a corrective action plan
The inspection and acceptanceof the production containers shall be by the
DCMA/QAR ALL COSTS AND RESPONSIBILITIES RELATED TO THE FIRST ARTICLE TEST SUBMISSION CONTAINER SHIPMENT TO AND FROM THE FIRST ARTICLE TEST FACILITY ARE TO BE BORNE BY THE CONTRACTOR. FOR FMS CONTAINER BUYS NAMEPLATE "PROPERTY OF" STATEMENT WILL DIFFER.CONTACT BUYER ON PAGE 1 OF CONTRACT FOR UPDATED NAMEPLATE INFORMATION.

4.1 The tests to be performed under the First Article approval clause (FAR 52.209-4) of the contract are listed below.

4.1.1 Dimensional test (special)
<Applies>

4.1.2 Requirements of:
<To drawing (80132)P069-2 and sub drawings is applicable>

4.1.3 Form:
<Applies>

4.1.4 Fit:
<Applies>

4.1.5 Function
<Applies>

4.1.6 Compliance with drawing (<80132>) <P069-2> , Revision <Latest> and specifications referenced therein.

4.2 In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests which will demonstrate that the article(s) comply with contract requirements requirements.

4.3 The contractor shall be responsible for providing the necessary parts and repair of the First Article Sample(s) during testing.

4.4 The cost of the Government testing effort set forth in this solicitation is estimated to be $ <5000> for the first article testing. This cost factor will be added, for solicitation purposes, to the price of all offerors for whom the government will require such testing.

4.5 Disposition of FAT samples

4.5.1 <Zero> Sample(s) shall not be returned to the contractor because they shall be destroyed during testing.

4.5.2 <All> Unless otherwise provided for in the contract, sample(s) shall be returned to the contractor and may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue condition and provided the sample(s) have inspection approval from the cognizant DCMC QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

<N/A> Sample(s) shall be returned to the contractor but shall not be considered as production due.

4.6 Test Sample Coating Instructions

4.6.1 Samples are to be unpainted. Corrosive areas are to be coated with a light preservative.This paragraph does NOT apply to shipping containers.

4.7 FAT Approval Criteria

4.7.1 FAR 52.209-4 applies

(A) The contractors shall deliver <One (1)> > unit(s) of the following CAGE (<80132> >) Part Number <P069-2> > , Revision <Latest> > within <120> > calendar days from the date of this contract to the Government at

<Please Contact Buyer on Page One> >

Marking of test sample(s) shipping container shall be as follows, citing this contract number: "FOR FIRST ARTICLE

TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK CONTRACT NUMBER:_____"

For First Article Test, the shipping documentation shall contain this contract number and lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

(B) Upon shipment of First Article sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250) bearing the QAR's signature and indication of preliminary inspection shall be forwarded to the NAVICP-Philadelphia code cited in Block 10.a of SF33, with duplicate copies to NAVICP code 072 and to the designated test facility. The envelopes shall be clearly marked: "DO NOT OPEN IN MAIL ROOM".

Within <90> > days after receipt of the samples, the test site shall complete testing/evaluation and submit two (2) copies of their test report with conclusions and recommendations to the NAVICP code cited in Block 10.a of the SF33.

(C) Within <120> > calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the approval, conditional approval, or disapproval of the First Article. The notice of approval, conditional approval, or disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for disapproval.

(D) If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph (B) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(E) If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract

(F) Unless otherwise provided in the contract, the contractor -

(1) May deliver the approved First Article as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing: and

(2) Shall remove and dispose of any First Article from the Government test facility at the contractors expense.

(G) If the Government does not act within the time specified in paragraph (B) or (C) above the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(H) The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article test.

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

(J) The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

(K) The contractor shall provide specific written notification to the procuring contracting officer informing him/her of the shipment of any article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the NAVICP code specified in Block 10.a of the SF33, with copies to NAVICP code 072 and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

(L) Fourteen (14) days prior to shipment of First Article Samples, the contractor shall notify the designated test facility in writing of the anticipated shipping date, with an information copy to the PCO, NAVICP Philadelphia, Attn: (Cite code found in Block 10.a of the SF33). The contractor shall also arrange for preliminary inspection of test samples by the DCMC/QAR.

4.8 Alternate Offers - Waiver of First Article Approval Requirements. (The following provisions supersede any waiver of First Article Approval Requirements terms set forth in clause 52.209-3 or 52.209-4 as appropriate)

(A) Unless otherwise specified in the solicitation, the Naval Inventory Control Point reserves the right to waive the First Article Approval Requirements specified herein for offerors who have previously furnished identical

production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of First Article Requirements shall submit evidence with its offer establishing that:

(I) the last production unit was delivered within three (3) years of the issue date of this solicitation, and
(II) the production location to be used for this requirement is the same as used for the previous production run

Additionally, the offeror shall submit a certification, to be executed by the officer or employee for the offer, stating that:

(I) the articles to be provided will be produced using the same facilities, processes, sequences of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, and
(II) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(B) Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein - one that is based on compliance with the First Article Approval Requirements and one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements it will be deemed to be based on compliance with the First Article Approval Requirements

(C) In the event of the First Article Approval Requirement is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offeror's Proposed Alternate Delivery Schedule
(Based on Waiver of First Article Approval Requirements)

Within Days:

Item No. _____ Quantity:_____ After Date of Contract:_____

4.9 100% PRODUCTION LEAK TEST. Each container shall be prepared for testing by sealing all breathing devices and inserting suitable pressurized fittings and gauges. The container shall be closed and sealed in a normal manner. Each container, uninstrumented and without dummy load, shall then be subjected to a single 18 inch flat drop. The Pneumatic-Pressure Technique of Method 5008 of Federal Test Method Standard No. 101C shall be used to detect leakage. An initial setting equal to 0.5 + 0.1 - 0 PSIG shall be used. After stabilization, pressure shall be monitored for thirty minutes. Any loss in pressure over a 30 minute period that exceeds 25% of the stabilized pressure shall be cause for rejection; tests shall be conducted to ascertain sources of leaks and corrective action taken. Any deformation of the container shell while pressurized which is greater than three-quarters of an inch beyond its point at ambient pressure shall also be cause for rejection.

WARNING

Container may explode or fasteners may fail during test. Use protective barriers to avoid injury to personnel.

52.246-16
RESPONSIBILITY FOR SUPPLIES (APR 1984)

WSSTERMEZO3
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the "Other" block:

<X> ISO 9001 Quality Management Systems - Requirements
< > SAE AS9100 Quality Management Systems - Aerospace Requirements
< > OTHER (Specify) < > _____

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Quality Management System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the "Other" block:

< > NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment
< > ISO 10012 Requirements for Measurement Processes and Measuring Equipment
< > OTHER (Specify) < > _____

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Calibration Standard that you intend to use. Your proposed standard will be reviewed and assessed for suitability and

WSSTERMEZ03 (CONT)
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

equivalency.

(c) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission. (12-14)

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

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)

52.242-15
STOP-WORK ORDER (AUG 1989)

(< >) Alternate I (APR 1984) applies when the clause is incorporated into a cost-reimbursement contract. Substitute the following two paragraphs for those contained in the basic clause.

Paragraph (a)(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

Paragraph (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --

52.247-58
LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

WSSTERMFZ02
TRANSPORTATION ASSISTANCE

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 tratransportation 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 clause WSSTERMLZ02 entitled "CONSIGNMENT INSTRUCTIONS."
(4-23)

WSSTERMFZ05
FMS DELIVERY AND SHIPPING INSTRUCTIONS

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.

WSSTERMFZ05 (CONT)
FMS DELIVERY AND SHIPPING INSTRUCTIONS

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/TRANSPORATION 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 (<wilhemina.d.hopkins.civ@us.navy.mil>), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA Transportation Office. Transportation Account Code (TAC) (< >) 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.

- -

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

- -

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

WSSTERMFZ05 (CONT)
FMS DELIVERY AND SHIPPING INSTRUCTIONS

(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 <wilhemina.d.hopkins.civ@us.navy.mil> . (03-04)

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006
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 Systemfor 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://w /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--

252.232-7006 (CONT)
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

(<TBD>)(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 which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(<TBD>)(Contracting Officer: Insert either Invoice 2in1 or the applicable invoioice 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.

(f) (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	(<TBD>)
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)	(< >)
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

252.232-7006 (CONT)
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

activitys 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.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

SUPTXT203.1106-1
NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (3-18)

NAVSUP < > (activity) may utilize contractor support through the AbilityOne Program, as needed, to perform contract closeout functions for this acquisition. Information, including business sensitive/confidential or proprietary data, that the offeror provides to the Government or information already in the possession of the Government may be viewed and utilized by the AbilityOne Program support contractor personnel during the course of its contract performance. The information that may be made available to the support contractor may include, for example, pricing and technical proposals, historical contract, pricing and performance information, Commercial Asset Visibility (CAV) reporting information and similar data/information.

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel.

AbilityOne will have a Non-Disclosure/Non-Use Agreement in place with the Government in order to comply with DFARS 252.227-7025. The offeror retains the right to engage AbilityOne in a non-disclosure agreement pursuant to DFARS 252.227-7025(b)(5)(iv).

WSSTERMHZ11
NOTICE OF ASSIGNMENT

When a contract is to be assigned pursuant to the FAR 52.232-23 "Assignment of Claims" Clause Incorporated by Reference in Section I Contract Clauses of this document, the assignee shall forward a true copy of the instrument of assignment, (i.e. a certified duplicate or Photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment to:
A. Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
B. The surety or sureties, if any, on any bond applicable to the contract, and
C. Disbursing Officer designated in the contract to make payment.
(03-00)

WSSTERMHZ17
MANDATORY USE OF WORKFLOW PRO (WFP) MOD ASSIST MODULE

The use of Workflow Pro (WFP) Mod Assist is required under this purchase order/contract.

Mod Assist is the mandatory means of submitting an official request for modification of this contract. Unless otherwise authorized, in writing, by a warranted Contracting Officer, no other means for submitting a request for modification to a contract, or a request for any action that would require a modification to the contract to execute will be accepted by the Government.
Submission of a request for modification of terms and conditions to this contract is not a guarantee that the terms or conditions will be modified.

The Mod Assist module should not be used by contractors to request signatures of End Use Certificates, Non-transfer Certificates.

Should the Contractor experience concerns with the use of Mod Assist, the Contractor must contact <Robyn.Grinarml@dla.mil> (fill in Contract Specialist (CS) or Post-award Coordinator (PAC)). The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the Contractor due to the required use or any failure by the Contractor to use the Mod Assist module.

PROCEDURES FOR CONTRACTORS TO REQUEST ACCESS TO WORKFLOW PRO (WFP) MOD ASSIST

WSSTERMHZ17 (CONT)
MANDATORY USE OF WORKFLOW PRO (WFP) MOD ASSIST MODULE

Click on the link https://public.navsup.navy.mil/public/ops$workflow_pro_public.LOGIN to open the NAVSUP WSS Workflow Pro (WFP) Mod Assist Vendor page.
To request an account, navigate to the bottom of the page and click "Request Account".
Fill in the information to create the user profile, you must select a Point of Contact from the drop-down menu.
Select "Privacy Act Agreement"; after reading the statement, click "Agree".
When all data has been entered on the form, click the blue "Submit" button.
Notification will be sent when the account is established.
(03-26)

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

252.226-7001
UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NAT IVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)

52.204-7
SYSTEM FOR AWARD MANAGEMENT (DEV 2026-00043)(FEB 2026)

52.215-8
ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (DEV 2026-00048)(MAR 2026)

52.248-1
VALUE ENGINEERING (JUN 2020)

52.248-1 is Incorporated by Refernce (IBR).

If checked, the alternate below applies:
(< >) Alternate I (APR 1984) If the contracting officer selects a mandatory value engineering program requirement, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) General. The Contractor shall (1) engage in a value engineering program, and submit value engineering progress reports, as specified in the Schedule and (2) submit to the Contracting Officer any resulting value engineering change proposals (VECP's). In addition to being paid as the Schedule specifies for this mandatory program, the Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the program requirement sharing rates in paragraph (f) below.

(< >) Alternate II (JAN 2017) If the contracting officer selects both a value engineering incentive and mandamandatory value engineering program requirement, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) General. For those line items designated in the Schedule as subject to the value engineering program requirement, the Contractor shall (1) engage in a value engineering program, and submit value engineering progress reports, as specified in the Schedule and (2)submit to the Contracting Officer any resulting VECP's. In addition to being paid as the Schedule specifies for this mandatory program, the Contractor shall share in any net acquisition savings realized from VECP's accepted under the program, in accordance with the program requirement sharing rates in paragraph (f) below. For remaining areas of the contract, the Contractor is encouraged to develop, prepare, and submit VECP's voluntarily; for VECP's accepted under these remaining areas, the incentive sharing rates apply. The decision on which rate applies is a unilateral decision made solely at the discretion of the Government.

52.248-1 (CONT)
VALUE ENGINEERING (JUN 2020)

(< >) Alternate III (APR 1984) When the head of the contracting activity determines that the cost of calculating and tracking collateral savings will exceed the benefits to be derived in a contract calling for a value engineering incentive, delete paragraph (j) from the basic clause and redesignate the remaining paragraphs accordingly.

252.225-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)

252.215-7002
COST ESTIMATING SYSTEM REQUIREMENTS (JAN 2025)

252.225-7016
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)

(a) Definitions. As used in this clause --
(1) "Bearing components" means the bearing element, retainer, inner race or outer race.
(2) "Component," other than a bearing component, means any item supplied to the Government as part of an end product or of another component.
(3) "End product" means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause --
(1) Each ball and roller bearing delivered under this contract shall be manufactured in the Untied States, its outlying areas, or Canada; and
(2) For each ball or roller bearing, the cost of the bearing components manufactured in the Untied States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as --
(1) Commercial components of an other than commercial; or
(2) Commercial or other than commercial components of an commercial component or a other than commercial end product.

(d) The restriction in paragraph (b) of this clause may be waived upon requst from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acquisition Regulation Supplement.

(e) If this contract includes DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in the clause, must meet the requirements of that clause.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --
(1) Commercial products; or
(2) Items that do not contain ball or roller bearings.

252.225-7021
TRADE AGREEMENTS - BASIC (FEB 2024)

52.215-14
INTEGRITY OF UNIT PRICES (NOV 2021)

52.215-14 is Incorporated by Reference (IBR).

(< >) Alternate I (OCT 1997) As prescribed in 15.408(f)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

252.208-7000
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under

252.208-7000 (CONT)
INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)

the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offeror shall submit two prices for each deliverable item which contains precious metals-one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

252.232-7003
ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

52.203-6
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

(a) Except as provided in (b) below, the contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under thiscontract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Aquisition Regulation 2.101 on the date of subcontract award.

Alternate I (NOV 2021). As prescribed in 3.503-2, substitute the following in place of paragraph (b) of the basic clause:

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services ommercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

52.215-18
REVERSION OR AJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PE NSIONS (DEV 2026-00048)(MAR 2026)

252.225-7001
BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC (FEB 2024)

252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2006)

252.225-7012
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)

52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.219-28
POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0 037)

(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 (d) 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 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 (f) of this clause or, if applicable, paragraph (h) 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) If the contractor represented its status as any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c) (1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-
(1) Set aside exclusively for a small business concern identified at 19.000(a)(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);
(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);
(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and
(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time

52.219-28 (CONT)
POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0 O37)

of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard correpsonding to this NAICS code(s) can be found at: https://www.sba.gov/document/support--table-size-standards.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

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

(1) The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

(3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it ( ) is, ( ) is not a women-owned small business concern.

(4) 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 Cotractor shall enter the name and unique entity identifier of each party to the joint venture.)

(5) 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 part 127.506(a) through (c). (The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.)

(6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it ( ) is, ( ) is not a veteran-owned small business concern.

(7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.) The Contractor represents that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(8) 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 identifier of each party to the joint venture: _____ _____.)

(9) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that-

(i) It ( ) is, ( ) is not a HUBZone small business concern listed on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The Contractor shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture:_____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

52.219-28 (CONT)
POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0 O37)

(Contractor to sign and date and insert authorized signer's name and title.

252.203-7000
REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-
(1) Leaves or left DoD service on or after January 28, 2008; and
(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-
(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)

52.233-4
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION 2026-O0026)(FEB 2026)

52.204-10
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEV 2026-O0 O43)(FEB 2026)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is re sponsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified info rmation.

52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEV 2026-00 043)(FEB 2026)

(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-

(i) In the Contractor's preceding fiscal year, the Contractor received-

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federalcontracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if-

(i) In the subcontractor?s preceding fiscal year, the subcontractor Received-

(A)80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B)$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) Exceptions.

(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is

52.222-36
EQUAL OPPORTUITY FOR WORKERS WITH DISABILITIES (DEV 2026-00040)(FEB 2026)

52.222-36 (CONT)
EQUAL OPPORTUITY FOR WORKERS WITH DISABILITIES (DEV 2026-00040)(FEB 2026)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

If checked, the alternate below applies:
(< >) Alternate I (JUL 2014). As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:
(List term(s)).
< >
< >
< >

252.205-7000
PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)

52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

252.247-7023
TRANSPORTATION OF SUPPLIES BY SEA (OCT 2024)

252.247-7023 Basic is Incorporated by Reference (IBR)

If checked, the IBR alternate below applies:
(< >) Alternate I (OCT 2024)(Applies if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract.)

(< >) Alternate II (OCT 2024)(Applies if any of the supplies to be transported are commercial items that are commissary or exchange cargoes transported outside of the Defense Transportation System (10 U.S.C. 2643), whenthe contract is not a construction contract.

252.225-7028
EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

252.204-7012
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)(DEVIATION 2024-00013, REVISION 1)

(a) Definitions. As used in this clause-

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)(DEVIATION 2024-00013, REVISION 1)

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)(DEVIATION 2024-00013, REVISION 1)

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" Revision 2 (available via the internet at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r2.pdf).

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents-templates/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)(DEVIATION 2024-00013, REVISION 1)

include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD-
(1) To entities with missions that may be affected by such information;
(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
(3) To Government entities that conduct counterintelligence or law enforcement investigations;
(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)(DEVIATION 2024-00013, REVISION 1)

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.204-7015
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

(a) Definitions. As used in this clasue-
"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commmercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or methhod of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or

252.204-7015 (CONT)
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)

(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.

252.225-7036
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM-BASIC (FEB 2024)

252.225-7036 is Incorporated by Reference (IBR)

If an alternate is checked it applies.
< > ALTERNATE I (FEB 2024)
< > ALTERNATE II (RESERVED)
< > ALTERNATE III (RESERVED)
< > ALTERNATE IV (FEB 2024)
< > ALTERNATE V (RESERVED)
< > ALTERNATE VI (FEB 2024)
< > ALTERNATE VII (FEB 2024)
< > ALTERNATE VIII (RESERVED)
< > ALTERNATE IX (RESERVED)
< > ALTERNATE X (FEB 2024)
< > ALTERNATE XI (RESERVED)

52.222-20
CONTRACTOS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (DEV 2026-00040)(FEB 2026)

52.211-5
MATERIAL REQUIREMENTS (DEVIATION 2026-00013)(FEB 2026)

252.203-7001
PROHIBITIONS 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)

252.225-7975
ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEV 2026-00053)(JUN 2026)

(a) Authority. As authorized by sections 841 and 842 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 and section 823 of the NDAA for FY2024, and in addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to support the Vendor Threat Mitigation Programs established by combatant commanders.

(b) Subcontracts. The Contractor must include the substance of this clause, including this paragraph (b), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

252.204-7000
DISCLOSURE OF INFORMATION (OCT 2016)

252.204-7003
CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

52.246-24
LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)

(< >) Alternate I (APR 1984)(Use in contracts requiring delivery of both high-value items and other end items. Contracting Officer shall identify clearly in the contract schedule the line items designated as high-value items.)

252.225-7031
SECONDARY ARAB BOYCOTT OF ISRAEL (JUNE 2005)

52.203-3
GRATUITIES (APR 1984)

52.203-7
ANTI-KICKBACK PROCEDURES (JUN 2020)

52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVIT Y (MAY 2014)

52.232-33
PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-00037) (FEB 2026)

52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

52.232-25
PROMPT PAYMENT (JAN 2017)

252.225-7025
RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

52.204-13
SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEV 2026-00043)(FEB 2026)

52.202-1
DEFINITIONS (JUN 2020)

52.244-6
SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEV 2026-00038)(A PR 2026)

52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBAR RED, SUSPENDED, OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (DEV 2026-000 40)(FEB 2026)

52.240-91
SECURITY PROHIBITIONS AND EXCLUSIONS (CLASS DEVIATION 2026-00025)(FEB 2026)

52.240-91 (Class Deviation 2026-O0025) is Incorporated by Reference (IBR).If alternate if checked it applies.

< > Alternate I (Class Deviation 2026-O0025) As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:
(e) Governmentwide exclusion and removal orders.
(1) Contractors are prohibited from providing or using as part ofthe performance of the contract any covered article, or any products orservices produced or provided by a source, if the covered article or thesource is prohibited by any applicable FASCSA orders identified by thecheckbox(es) in this paragraph (e)(1). (Contracting Officer must select either"yes" or "no" for each of the following types of FASCSA orders:)

Yes < > No < > DHS FASCSA Order
Yes < > No < > DoD FASCSA Order
Yes < > No < > DNI FASCSA Order

52.222-1
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (DEV 2026-00040)(FEB 2026)

52.222-4
CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION (DEV 2026-00040)(FEB 2026)

52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

252.225-7013
DUTY-FREE ENTRY (AUG 2025)

52.232-1
PAYMENTS (APR 1984)

252.225-7009
RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023)

52.232-8
DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

252.203-7004
DISPLAY OF HOTLINE POSTERS (MAR 2023)

52.232-11
EXTRAS (APR 1984)

52.232-17
INTEREST (MAY 2014)

252.243-7002
REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

252.246-7007
CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (JAN 2023)

252.246-7008
SOURCES OF ELECTRONIC PARTS (JAN 2023)

52.222-50
COMBATING TRAFFICKING IN PERSONS (DEV 2026-00040)(FEB 2026)

252.223-7008
PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

52.243-1
CHANGES--FIXED-PRICE (FEB 2026) (DEVIATION 2026-00034)

52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEV 2026-00042) (FEB 2026)

252.204-7018
PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

52.246-23
LIMITATION OF LIABILITY (FEB 1997)

52.247-1
COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

52.253-1
COMPUTER GENERATED FORMS (JAN 1991)

252.225-7056
PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

52.203-5
COVENANT AGAINST CONTINGENT FEES (MAY 2014)

252.225-7060
PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION

52.227-1
AUTHORIZATION AND CONSENT (JUN 2020)

52.227-9
REFUND OF ROYALTIES (APR 1984)

252.240-7997
NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-00025)(FEB 2026)

252.244-7999
SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEV 2026-00015)(FE
B 2026)

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

52.233-3
PROTEST AFTER AWARD (DEVIATION 2026-00026)(FEB 2026)

52.242-13
BANKRUPTCY (JUL 1995)

52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIES (JAN 2025)

52.222-19
CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (DEV 2026-00040)(FEB 2026
)

52.204-9
PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

252.225-7962
VENDOR THREAT MITIGATION SUPPORT TO OPERATIONS (JUN 2026)(DEVIATION 2026-00051)

52.233-1
DISPUTES (DEVIATION 2026-00026)(FEB 2026)

52.232-39
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.215-2
AUDIT AND RECORDS - NEGOTIATION (DEV 2026-00048)(MAR 2026)

52.232-40
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

52.210-1
MARKET RESEARCH (DEVIATION 2026-00021)(FEB 2026)

52.204-19
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.242-5
PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

52.246-26
REPORTING NONCONFORMING ITEMS (AUG 2024)

52.226-8
ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.240-93
BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEV 2026-00025)

52.240-90
SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEV 20
26-00025)(FEB 2026)

52.222-90
ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEV 2026-00038)(APR 2026)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

CLIN: 0001
NIIN: 002609548 ACTIVITY USE ONLY: TDP VERSION NO.: 029
ITEM NAME: SHIPPINF AND STORAG

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

252.203-7005
REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR parts 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

252.209-7004
SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAY 2019)

252.225-7035
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASI
C (FEB 2024)

252.225-7035 (CONT)
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(A) Definitions. "Bahraini end product," "commercially available off-the-shelf (COTS) item," "component," "critical componenet," "critical item," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign 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-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) For line items subject to the Buy American-Free Trade Agreements- Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini 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-Basic 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, 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).

252.225-7035 (CONT)
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

Line Item Number:

_____
_____
_____
(List as necessary)

(End of provision)

< > ALTERNATE I (FEB 2024)
< > ALTERNATE II (Reserved)
< > ALTERNATE III (Reserved
< > ALTERNATE IV (FEB 2024)
< > Alternate V (Reserved)

252.225-7020
TRADE AGREEMENTS CERTIFICATE (NOV 2014)

(a) Definitions.
"Designated country end product," "nondesignated country end product,""qualifying country end product," and "U.S.-made end product"
as used in this provision have the meanings given in the Trade Agreements-Basic clause of this solicitation.

(b) Evaluation. The Government-
(1) Will evaluate offers in accordance with policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest waiver has been granted.

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Trade Agreements-Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
(2) The following supplies are other nondesignated country end products:

Line Item Number	Country of Origin

252.225-7000
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

252.225-7000 (CONT)
BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

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 whetherthese 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).

_____
_____
_____

(< >) ALTERNATE I (Reserved)

252.204-7998
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-00043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:
(e)(1) If the provision at FAR 52.204-7, System for Award Management Registration, is included in this solicitation, paragraph (g) of this provision applies.
(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: ____
(i) Paragraph (g) applies. ____
(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)
(< >) (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
(< >) (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.
(< >) (iii) 252.225-7020, Trade Agreements Certificate.
(< >) Use with Alternate I.
(< >) (iv) 252.225-7031, Secondary Arab Boycott of Israel.
(< >) (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.
(< >) Use with Alternate I.
(< >) Use with Alternate II.
(< >) Use with Alternate III.
(< >) Use with Alternate IV.
(< >) Use with Alternate V.
(< >) (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
(< >) (vii) 252.232-7015, Performance-Based Payments-Representation.
(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below (Offeror to insert changes, identifying change by provision number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision No.	Title	Date	Change

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

252.209-7002
DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022)

(a) Definitions. As used in this provision-
(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
(2) "Entity controlled by a foreign government"-
(i) Means -
(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
(B) Any individual acting on behalf of a foreign government.
(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
(4) "Proscribed information" means-
(i) Top Secret information.
(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys.
(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
(iv) Special Access Program (SAP) information; or

252.209-7002 (CONT)
DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022)

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874.

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:
Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)
Name and Address of Offeror
Name and Address of Entity Controlled by a Foreign Government
Description of Interest, Ownership Percentage, and Identification of Foreign Government

52.209-2
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEV 2026-00042)(FEB 2026)

52.227-6
ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each seperate item of royalty or license fee:
(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
(5) Percentage or dollar rate of royalty per unit.
(6) Unit price of contract item.
(7) Number of units.
(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

< > Alternate I (Apr 1984). Substitute the following for the introductory po rtion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construc tion or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee.

252.225-7010
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 DEGINATION OF AN ITEM AS A "COMMERCIAL DERIVATIVE MILITARY ARTICLE" WILL BE SUBJECT TO GOVERNMENT REVIEW AND APPROVAL.

252.225-7010 (CONT)
COMMERCIAL DERIVATIVE MILITARY ARTICLE-SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(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 if 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.

252.223-7001
HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Saftey 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 required 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 statues:

(1) Federal Insecticide, Fungicide and Rodenticied 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).

252.204-7016
COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 19)

52.203-18
PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

252.204-7017
PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

252.225-7055
REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

52.209-5
CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEV 2026-00042)(FEB 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The offeror and/or any of its Principals--
(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have" the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are ( ) are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have ( ), have not ( ) within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of
the following criteria apply:
(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or jurdicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A Certification that any of the items in papargaph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishement of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragarph (a) 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 knowlingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.225-7059
PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION-REPRESENTATION

252.204-7008
COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision -

"Controlled technical information", "covered contractor information system", and "Covered Defense Information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

252.204-7008 (CONT)
COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see http://dx.doi.org/10.6028/NIST.SP.800-171),that are in effect at the time the solicitation is issued or as authorized by the contracting officer.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of -

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

52.225-18
PLACE OF MANUFACTURE (AUG 2018)

(a) Definitions. As used in this provision--
"Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--
(1) 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.

52.207-4
ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

_____

52.207-4 (CONT)
ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quanitites 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 assit 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 quanitites should be acquired.

52.209-11
REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEV 2026-00042)(FEB 2026)

(a) The Government will not enter into a contract with any corporation that-
(1) Has any unpaid Federal tax liability that has been assessed, for which all all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-
(1) It is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is ( ) is not ( ) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.209-13
VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEV 2026-0004 2)(FEB 2026)

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

52.209-13 (CONT)
VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEV 2026-00042)(FEB 2026)

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.

WSSTERMKZO1
PRICING INFORMATION

(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

WSSTERMKZ01 (CONT)
PRICING INFORMATION

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 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 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 under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.
(10-23)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

252.225-7027
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 ident ified 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 Australia, Taiwan, Egypt, Gr eece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force) 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.

52.233-2
SERVICE OF PROTEST (DEVIATION 2026-00026)(FEB 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

52.252-1
SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov
DFARS: www.acq.osd.mil/dpap/dars/dfarspgi/current/

The text of all NAVSUP WSS text can be viewed in the solicitation, contract, or can be accessed electronically at:

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

The text of DoD Class Deviations may be accessed electronically at the following link:

http://www.acq.osd.mil/dpap/dars/class_deviations.html

52.211-14
NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be (< >) DX rated order; (<X>) DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box).

252.215-7013
SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2023)

252.215-7992
ONLY ONE OFFER (DEVIATION 2026-00048)(MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offerwas received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705)or to comply with the statutory requirement for certified cost or pricing data(10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirementsfor Certified Cost or Pricing Data and Data Other Than Certified Cost orPricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. Ifthe Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonableprice (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S.

252.215-7992 (CONT)
ONLY ONE OFFER (DEVIATION 2026-00048)(MAR 2026)

Contracting Officer that the proposed price is fair and reasonable < > (U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification).

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

252.215-7993
PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-00048)(MAR 2026)

WSSTERMLZ05
REVIEW OF AGENCY PROTESTS

(Applicable when FAR Overhaul clause 52.233-2 (DEVIATION 2026-00026) (FEB 2026) and/or 52.233-3 (DEVIATION 2026-00026) (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 Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall 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 17050-0788

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
(03-26)

WSSTERMLZ06
CONSIGNMENT INSTRUCTIONS

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.

WSSTERMLZ06 (CONT)
CONSIGNMENT INSTRUCTIONS

For Mobile Units and Ships, call the Naval Operational Logistics Support Center (NOLSC) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434. (10-22)

WSSTERMDLALZ18
INFORMATION TO OFFERORS -- SOURCE APPROVAL REQUEST (SAR) PROCESS FOR CONTAINERS

The container(s) NIINs listed in this solicitation, have been designated as an Acquisition Method Code (AMC) of 1C. Therefore, this part requires engineeringsource approval by the design control activity in order to maintain the quality of the container(s). An alternate source must qualify as an approved source by the cognizant Government engineering activity, IAW Code N241's SAR Policy for Shipping Storage Container Procurements.

A valid/Approved source approval (SAR) request must be on file with the design control activity. Sources seeking qualification to manufacture the container(s)for Government, must submit a SAR (Source Approval Request) with their proposal, before any proposals can be considered to be technically acceptable.

If you are unsure if you have a current approved SAR Package on file with the design control activity for these NIINs or if you have additional question regarding the SAR Approval Process, please contact the POC listed in box 5b of the solicitation.

The link below is outlines the SAR Approval Request Policy for Reusable Shipping & Storage Container Procurements:

https://www.navsup.navy.mil/site/public/wss/documents/business_opps/main/CSL_SA R_AMC_CODES_2C_1C.pdf

(5/18)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

252.204-7024
NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

(a) Definitions. As used in this provision-

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at https://piee.eb.mil/, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:
(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.
(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.
(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting

252.204-7024 (CONT)
NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

WSSTERMMZ01
EVALUATION CRITERIA AND BASIS FOR AWARD - SINGLE AWARD (NAVSUPWSS)

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the area identified in the Section L solicitation provision entitled "Submission of Quotations" or "Submission of Proposals." Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

(1) Past Performance. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the solicitation.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the quotation/proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous quote/proposal to the Government and thus, may be an unsuccessful proposal when compared to the quotes/proposals of other offerors. The offeror must provide the information requested in the provision entitled "Submission of Quotations" or "Submission of Proposals" in Section L of the solicitation, or affirmatively state that it possesses no relevant directly-related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly-related or similar past performance will be considered ineligible for award.

The Government, in addition to other information received, may utilize the DoD Supplier Performance Risk System (SPRS) program to evaluate past performance (refer to DFARS Case 2019-D009). The Government will consider SPRS data for the Federal Supply Classes (FSC) of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, SPRS sorts suppliers into color ratings representing the supplier's overall quality performance basedon the following indices:

;

COLOR	POSITION
Dark Blue	Top 5% of suppliers in FSC group
Purple	Next 10% of suppliers in FSC group
Green*	Next 70% of suppliers in FSC group
Yellow	Next 10% of suppliers in FSC group
Red	Bottom 5% of suppliers in FSC group

(2) Price. Price is a secondary factor after past performance.

(04-22)

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EVALUATION FACTORS FOR AWARD

1. Award will be made to the responsible offer submitting the lowest priced,technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions in section L of the solicitation and does not take exception, nor object, to any terms of the solicitation.Offers that are not technically acceptable will not be considered for award.

2. For a proposal to be technically acceptable, an approved Source Approval Request (SAR) or SAR waiver as described in the NAVSUP WSS Code N241 Source Approval Request Policy
https://www.navsup.navy.mil/site/public/wss/documents/business_opps/main/CSL_SA R_AMC_CODES_2C_1C.pdf

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EVALUATION FACTORS FOR AWARD

If you do not have a SAR package/waiver on file with design control activity, you are required to submit a SAR package with your proposal to be considered for award.

If an approved SAR package/waiver is not on file with the design control activity and a SAR Package is not submitted with your proposal, your offer will be deemed technically unacceptable and removed from award consideration.

CLIN: 0001
NIIN: 002609548 ACTIVITY USE ONLY: TDP VERSION NO.: 029
ITEM NAME: SHIPPINF AND STORAG

6. NOTES - NOT APPLICABLE