SOLICITATION, OFFER, AND AWARD

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

RATING: DO-A1

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N0017426R1003	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY — CODE N00174

NSWC INDIAN HEAD DIVISION
4219 SOUTH PATTERSON ROAD, INDIAN HEAD MD 20640-1533
INDIAN HEAD, MD 20640-1533
UNITED STATES
Diane Hicks, Email: diane.d.hicks.civ@us.navy.mil Telephone: 3018483507

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

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 03:00 PM *(Hour)* local time 21 Jul 2026 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Diane Hicks	301	848-3507		diane.d.hicks.civ@us.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

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

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

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

AWARD *(To be completed by Government)*

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

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

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

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

25. PAYMENT WILL BE MADE BY — CODE

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

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

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

Section A - Solicitation/Contract Form

Manufacturing & Services Acquisition (MASA) Manufacturing Support

The assigned NAICS code for this requirement, across all task areas is 332710. It is the expectation that all Offerors are appropriately registered/certified under this NAICS code, as failure to be registered/certified under this NAICS code prior to base award may render an Offeror ineligible for award.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

MINIMUM GUARANTEE/CEILING:

(a) The guaranteed minimum amount for this MAC is $500.00.
(b) This requirement will be satisfied by the award of the initial Delivery/Task Order issued concurrently with the award of each Base Award. The minimum guarantee applies to each Indefinite Delivery Indefinite Quantity (IDIQ) base award on an individual, per-contractor basis.
(c) Upon the award of the Contractor's first Delivery/Task Order, the Government will issue a unilateral modification to de-obligate the minimum guarantee CLIN, as the guaranteed amount will have been satisfied through the initial delivery/task order award.

Allowed Per Order

Minimum: 1 Each
Maximum: 1,600 Each

Government Minimum/Maximum to Order

Minimum: 1 Each
Maximum: 1,600 Each

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	First Article Testing First Article submission, if required in the delivery order, shall be performed after delivery order award and prior to production as outlined in Section C. Pricing Arrangement: Firm Fixed Price	1	Lot		
0002	Task 1: Production Hardware The Contractor shall provide the manufacturing, assembly, and testing of products that will be delivered to the fleet as outlined in Section C. Not to Exceed (NTE) $15M to be shared among all contract awardees. Pricing Arrangement: Firm Fixed Price	1	Lot		
0003	Task 2: Research and Development Hardware (Small Business Set Aside) The Contractor shall provide the manufacturing, assembly, and testing of products that will be delivered to the fleet as outlined in Section C. Not to Exceed (NTE) $10M to be shared among all contract awardees. Pricing Arrangement: Firm Fixed Price	1	Lot		
0004	Task 3: Plating (Small Business Set Aside) The Contractor shall provide plating and strip and replacement of parts as outlined in Section C. Not to Exceed (NTE) $1M to be shared among all contract awardees. Pricing Arrangement: Firm Fixed Price	1	Lot		

0005	Task 4: Electronics Assembly The Contractor shall provide the manufacturing, assembly, and testing of products that will be delivered to the fleet as outlined in Section C. Not to Exceed (NTE) $9.5M to be shared among all contract awardees. Pricing Arrangement: Firm Fixed Price	1	Lot		
0006	Task 5: Advanced Machining The Contractor shall provide the manufacturing, assembly, and testing of products that will be delivered to the fleet as outlined in Section C. Not to Exceed (NTE) $4.5M to be shared among all contract awardees. Pricing Arrangement: Firm Fixed Price	1	Lot		
0007	Contract Data Requirements List CDRLS A001-A010 as illustrated in Section J Cost Constraint: Not Separately Priced Pricing Arrangement: Firm Fixed Price	1	Lot		
0008	Minimum Guarantee The guaranteed minimum amount for this MAC is $500.00. Pricing Arrangement: Firm Fixed Price	1	Lot		

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

Manufacturing & Services Acquisition (MASA) Manufacturing Support

1.0 General:

1.1 Introduction.
The Naval Surface Warfare Center, Indian Head Division (NSWC IHD) has been tasked to provide various machined items to support a wide variety of military projects. No Delivery/task orders will include any explosive handling or processing requirements. Delivery/task orders placed against this contract will assist NSWC IHD's mission to support those programs.

1.2 Scope.
The purpose of this effort is to provide a contractual vehicle to support requirements that require build-to-print fabrication of products via processes utilized by machine shops. This Statement of Work (SOW) defines the effort required for the fabrication of products required under this contract.

Once the Government makes contractual awards, individual delivery/task orders will be competed within each task area, the strategy for which will be stated within each delivery/task order solicitation. The Government will base its delivery/task order evaluation and award on either Best Value Tradeoff or Lowest Price Technically Acceptable (LPTA).

2.0 Applicable Documents.

Applicable machine shop documents will be defined by each individual delivery/task order placed against this contract as required to define the individual requirements. All documentation required as deliverables under this contract will become property of the Government upon delivery. All documentation packages that the Contractor generates for the Government shall be provided to the Government on a non-proprietary basis and with unlimited data rights.

2.1 Controlled Unclassified Information & Export Control.

2.1.1 Cybersecurity Maturity Model Certification

Due to the inclusion of Controlled Unclassified Information (CUI), the Contractor shall maintain Cybersecurity Maturity Model Certification (CMMC) Level 2 compliance through self-certification, in accordance with NIST SP 800-171 R2, as required by DFARS clause 202.204-7012.

The Contractor shall comply with one of any of the export control options below to receive the Technical Data Package (TDP).

2.1.2 International Trafficking in Arms Regulations (ITAR) Compliance

The Contractor shall maintain ITAR compliance through registration in accordance with 22 CFR 122 to export Category III and IV munitions components, as defined by 22 CFR 121.

2.1.3 Joint Certification Program (JCP) Registration

The Contractor shall maintain JCP registration and a DD Form 2345 to comply with DoD Directive 5230.25.

2.2 Industrial & Military Specifications

Unless otherwise indicated, copies of standards and handbooks listed in delivery/task orders are available from https://quicksearch.dla.mil/.

Department of Defense Specifications

MIL-C-5541 Chemical Conversion Coatings On Aluminum and Aluminum Alloys

MIL-C-81706 Chemical Conversion Materials for Coating Aluminum And Aluminum Alloys

MIL-A-8625 Anodizing

MIL-STD-171 Finishing of Metal and Wood Surfaces

ASTM-D2000 Rubber, Fabricated Products

AWS D1.1/D1.1M Structural Welding Code

AWS D17.1/D17.1M Specification for Fusion Welding for Aerospace Applications

MIL-STD-1907 Inspection, Liquid Penetrate and Magnetic particle

MIL-STD-130 Marking requirements

MIL-DTL-2036 Enclosures for electronic equipment

MIL-DTL-52471 Hose assembly

ASQ Z1.4 Sampling Procedures and Tables for Inspection by Attributes

3.0 Requirements

The Contractor shall perform manufacturing, assembly, inspection, coating, welding, packing and shipping of various components associated with NSWC IHD's business areas. Sample parts will be provided by the Government to give an example of the types of parts that may be ordered. The requirements that will be issued in each Delivery/Task Order will be categorized into the following 5 general task areas. Each task area is independent. Each Delivery/Task Order will provide more detailed and specific information relative to the specific task area. It is the intention of the Navy to award multiple contracts for each of the specific task areas in the SOW.

3.1 Task 1: Production Hardware

The Contractor shall provide the manufacturing, assembly and testing of products that will be delivered to the fleet. Delivery orders in this category will be large scale quantities and will typically include complex machining and multiple assembly steps. Articles in this category may also require testing, such as pressure testing, weld inspection and hardness and shear testing, as well as inspection sampling requirements as outlined in ASQ Z1.4. The specific quality assurance requirements will be defined in each delivery order.

The Contractor shall provide all the planning and support to assemble multi-part assemblies. While work under this area can be done using a Sub-contractor, the Prime Contractor will be required to be the quality assurance manager for the entire build.

3.2 Task 2: Research and Development Hardware (Small Business Set Aside)

The Contractor shall provide the manufacturing, assembly and testing of products that will be used in a research and development setting. Delivery orders in this category will be small scale quantities and will typically be simpler in design and complexity. Articles in this category will typically require a quick turnaround time but may not require as much verification testing. Typical builds under this category will have variable quality assurance requirements, ranging from a visual inspection requirement to a 100% dimensional inspection. The specific quality assurance requirements will be defined in each delivery order.

The Contractor shall provide all the planning and support to manufacture and assemble multi-part assemblies. While work under this area can be sub-contracted out, the Prime Contractor will be required to be the quality assurance manager for the entire build.

3.3 Task 3: Plating (Small Business Set Aside)

The Contractor shall provide plating and strip and replate of parts as part of this or other contracts. This technical area is considered a service as the Contractor will provide plating and chemical conversion coating services to manufactured parts. The Contractor shall be in compliance with the plating specifications listed in the task order. Standards may include SAE and/or MIL specification guidelines. Certificates of compliance documenting the outcome of every inspection will be required; details on format and information required will be presented in the task order.

The Contractor shall have adequate facilities, equipment, and personnel for completing the required tasks. (e.g. ISO 9001:2015 Sec. 6.2.2 Competence, training and awareness).

3.4 Task 4: Electronics Assembly

The Contractor shall provide the manufacturing of multilayer printed circuit boards (PCBs), and population of the same with electronic components. The circuit boards will either be rigid, flexible, or a combination of rigid-flex. The primary tasks are typically one or more of the following: circuit board manufacture; purchasing of electronic components; population of the electronics onto the circuit boards; and electrical testing of the circuit boards. The Contractor may be required to provide a turn-key service or partial PCB assembly for both kitted/consigned orders depending on the needs of the project.

Delivery orders will generally be quick-turn, small quantity PCB fabrication and assembly in support of research and development efforts; however, at times, production may require low, medium, and large volume orders. The Contractor will be required to be ITAR registered and meet IPC-A-600 and IPC-A-610D Class 2 or Class 3 board manufacture and assembly standards. The Contractor will be capable of providing material procurements, technical support and engineering file review, and overnight shipping.

3.5. Task 5: Advanced Machining

The Contractor shall provide parts created with advanced machining methods such as plating, precision flow forming, large diameter honing, and metal stamping. This task area is intended to capture those tasks and jobs that require a more advanced set of technical capabilities. The parts in this task area may be small or large in quantity but, will require the Contractor to do processes that may not be available at a standard machine shop.

The Contractor shall be capable of utilizing various Computer Aided Drafting (CAD) engineering software to read a large gamut of file formats. The Contractor shall be able to utilize a multi-axis Computer Numerical Control (CNC) machine with high load capacity.

The Contractor shall be able to develop and fabricate custom tooling and dies. The Contractor shall have large capacity forging and metal forming equipment. The Contractor shall be capable of conducting post machining, heat treatment, plating, annealing, washing, turning, grinding, honing, straightening, balancing, and/or polishing. The Contractor shall be able to utilize precision flow forming processes to produce various cost-effective

components.

3.6 General

The work required under this Contract shall be performed in accordance with the requirements outlined in each individual delivery/task order. The Contractor shall adhere to all requirements of this SOW and for each individual delivery/task order, or as cited in the individual delivery order requirements. The Contractor shall acquire materials, tooling, testing equipment and any applicable assembly fixtures to complete the delivery/task order. If a kick-off meeting or other meeting is required by the delivery order, meeting minutes will be submitted to document the meeting (CDRL A001).

3.7 Fabrication

When an order is placed the Government will provide the applicable SOW, design specifications and/or product drawings as required to sufficiently define the Government's requirement. The Contractor shall fabricate/manufacture the products in accordance with the Government defined requirements as specified in each delivery/task order.

3.8 Certifications

A material certification test report may be required on an order-by-order basis. If a material certification of completion, certificate of analysis, or material certification data report is required, it will be specified in the request for quote and subsequently incorporated into the applicable delivery order. If material certification reports are required, it must be submitted with the subject procured item(s) in order for the Government to determine the acceptability of the item(s) (CDRL A002, A003 & A010).

3.9 Place of Performance

It is anticipated that production under this contract will occur at the Contractor's facilities. The Contractor shall provide all personnel, equipment, materials, parts, supplies and tools necessary for performance under the SOW. The Contractor shall have facilities, equipment, and personnel for completing the required tasks to Government approved specifications. If it becomes necessary for performance to be conducted on Government facilities, a site visit will be scheduled by the Government, as needed and specified in the request for quote, prior to Contractor's submitting pricing.

The Government, through any authorized representative, may visit/inspect the plant or plants of the Contractor(s) engaged in the performance of this contract, prior to award or during contract execution. If any examination/test is made by the Government on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work in progress.

The Government reserves the right to conduct a quality audit of the Contractor's facilities for compliance to ISO 9001: 2015 standards prior to award as well as post award, if required.

3.10 Inspection

The Contractor shall utilize ANSI/ISO/ASQ Q9000-Q9004 quality management standards and develop procedures to ensure that each component and the end item meet the requirements identified in the technical drawings and specifications. The Contractor is responsible for the performance of in-house inspections to ensure each lot components are in conformance with this SOW and all product documentation. Any requirements beyond best commercial practice will be specified in the individual order. Quality inspection test plan(s) may be requested prior to manufacturing start as specified in the individual delivery orders (CDRL A004). A quality inspection report associated with certifying the units shall be requested in individual delivery orders (CDRL A005).

3.11 Request for Variance

The Contractor is responsible for preparing and submitting all Requests for Variance (RFV) (CDRL A006). A single RFV shall be submitted for each proposed change to the engineering requirements as specified on any product documentation, this SOW, and/or contract. Each RFV shall contain at a minimum, a description of the variance, need for the variance, proof/reason the change will not hinder any other requirement, and the corrective action taken. An RFV shall also be required to document an as-built, discrepant configuration.

3.12 Quality Control Plan

The Contractor shall maintain a quality system, associated certification(s) or compliances, and test/inspection results. The Contractor shall maintain quality and process controls that will be used to ensure that the production unit will be in compliance with the applicable drawings, specifications, and this SOW. The Contractor shall maintain documentation and processes that will be used to identify, record, and disposition non-conforming material, in-process rejects/reworks and characteristic discrepancies.

Delivery orders may require a specific Quality Control Program Plan (CDRL A007) to be written and submitted by the Contractor. This document shall address all aspects of production, testing, and inspection as called out in the delivery order. This document shall be submitted within 14 calendar days of delivery order issuance. All production, inspection, and testing shall adhere to the requirements of this document for that particular delivery order.

3.13 Special Tooling and Equipment

The Contractor shall design, fabricate or procure all special tooling, any test equipment and gauges required to produce, test and inspection hardware component deliverables, if required in the delivery order. A complete list (CDRL A008) of special hardware tooling and equipment to be used, along with verification of current update to date calibration records shall be submitted to the Government.

3.14 Program Progress Reports

The Contractor shall submit monthly progress reports (CDRL A009), if order performance is longer than 6 months. These reports shall be the vehicle whereby the Government may be apprised as to work accomplished, work remaining, milestone achievement, quality problems, raw material procurement schedules, tooling plans, and issues with delivery order requirements. This report cycle starts on the award date and continues until the contract is completed.

3.15 First Article Testing

First Article submission, if required in the delivery order, shall be performed after delivery order award and prior to production. Specific applicability and requirements, in reference to FAT units being included in/or being excluded from the contract's production quantity, will be defined within the delivery order solicitation. The First Article sample of units shall be produced with equipment and procedures the Contractor will use in production. Once the First Article of an item is accepted, the Contractor shall not change sub-Contractors without prior approval from the Government. The Government also has the right to waive the first article requirement if deemed appropriate.

3.16 Packaging

The packaging requirements will be defined in the delivery orders for each component.

4.0 Government Furnished Property

Government Furnished Property (GFP) will be required for performance of Task 3 under this contract. The GFP will be listed as applicable in individual delivery orders.

5.0 Contract Management

The Contractor shall implement and maintain procedures adequate to provide performance reporting and timely identification and resolution of all problems that effect proper completion of this effort.

6.0 Security

It is not anticipated that the Contractor will require access to classified information to perform under this Contract. If any individual requirement under the delivery order requires access to classified information, DD254s will be executed prior to providing any classified data.

Contractor personnel are subject to applicable provisions of Department of Defense Manual 5205.02-M, Enclosure 6 and NSWC IHD 3070.3D OPSEC Program. Contractor personnel supporting this contract/task order must complete government approved or provided OPSEC awareness training. OPSEC education and training may be accomplished through established programs within the DoD Component, using external resources such as the Director of National Intelligence (DNI) and the Defense Security Service Academy, or a combination (i.e. https://securityawareness.dcsa.mil/opsec/index.htm). Contractor personnel may have access to government Critical Information (CI), Indicators and Observables that may indirectly disclose CI. CI includes but is not limited to: Ship movements and schedules, weapons and sensor system installations, capabilities, and configurations; specific platform installations and characteristics, test schedules, deficiencies, and vulnerabilities. Indicators and Observables may include but is not limited to: Outdoors system testing; ship's external hull or superstructure modifications; shipboard equipment, ordnance, weapons, fuels, and/or stores loading/unloading operations, and/or personnel or aircraft embarkation. No CI, Indicators, or Observables may be divulged to third parties (including other company employees who are not subject to this contract) without approval of the local command Security Officer, OPSEC Officer, or the NSWC IHD OPSEC Program Manager.

7.0 Off Ramps/On Ramps

Off Ramp - The Government may cease to award task orders to contractors under the following conditions:

(1) the contractor fails to propose on at least one (1) task order in its awarded delivery/task area during a 12-month period or (2) contractor continues to fail to meet quality standards established in the contract or delivery/task order.

On Ramp - As off ramps are implemented, new sources may be awarded new contracts in one or more task areas. The Government will determine if it is in the Government's best interest to "on-ramp" and reopen the original solicitation to conduct a competitive solicitation process that may result in the addition of new contractors.

On Ramp Procedures - The Government reserves the right to reopen competition for awardees in any of the five task areas annually during the term of this acquisition. In the event an on-ramp procedure is used, the Government will advertise the reopening of the competition on www.sam.gov, and awardees shall meet the criteria established in the initial solicitation. The evaluation and selection of awardees for any on-ramp will be exactly the same evaluation and award criteria used for initial award.

Requirements

Manufacturing and Services Acquisition (MASA) Manufacturing Support

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (Oct 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (Sep 2024)

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 2) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i. e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs /Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

(End of Text)

C-209-H002 FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (APR 2024) (Apr 2024)

(a) The First Article shall conform in every respect to the requirements of this contract. The First Article shall be manufactured with tools, materials, and methods which are the same as the tools, material and methods which will be used to manufacture the production units. All items delivered under the contract shall be manufactured under the same conditions and quality established by the First Article. Any changes to tools, material, or methods after the first article approval shall be documented by the contractor and approved by the Contracting Officer before they are used. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "First Article Approval--Government Testing" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements.

(b) The Contractor shall make a record of all data obtained during such tests in a form similar to the guidance provided in MIL-HDBK-831A dated 25 June 2013.

(c) Pursuant to paragraph (e) of the clause entitled "First Article Approval--Government Testing", the First Article shall not be delivered as part of the production quantity.

(End of text)

C-209-H003 WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

___ _____

_____

_____

(Offeror to fill in contract number(s), as applicable. See Section M)

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019) (Jan 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018) (Dec 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018) (Oct 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NAVSEA Solicitation No. N0017426R1003.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) CDRL A001-A010, attached hereto.

(End of Text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018) (Oct 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of $100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, crossreferenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal (s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of $100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018) (Oct 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

Section D - Packaging and Marking

Special shipping and packaging instructions apply to each task. Shipping and packaging instructions will be provided at the delivery/task order.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022) (Feb 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of Text)

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

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

Additional Regulation or Supplemental Clauses Incorporated by Full Text

E-246-W001 CERTIFICATE OF ANALYSIS (NAVSEA) (OCT 2018) (Oct 2018)

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be submitted to the COR or TPOC. The certificate shall be maintained by the contractor for a minimum of one (l) year; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed at time of the shipment (mark the certificate to the attention of: Code 00Q).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

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.

(c) Beneath the signature include the typed name of the individual signing this certificate.

(d) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(e) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(f) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(g) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies called for by the Order/Contract No._____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies have been sampled and/or tested and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Typed Name: _____

Title: _____

(End of Text)

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018) (Oct 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

E-246-W005 SAMPLING OF RECEIVED MATERIAL – MAN-RATED MATERIAL (NAVSEA) (MAY 2021) (May 2021)

(a) When NAVSEA, Naval Surface Warfare Center Indian Head Division receipt inspects man-rated material under this contract for catapults, cartridge actuated devices, propellant actuated devices and their related component parts, the sampling plan utilized shall be as outlined in the applicable technical data package or as otherwise specified in other controlling documentation. If the sampling plan is not specified within any applicable controlling documentation, the sampling plan and the sampling size shall be as outlined by one of the following:

☑ ASQ Z1.4 (ANSI/ASQ Z1.4 -2003 (R2018):

Critical: 100%

Major: Level II

Minor: Level I

☐ MIL-STD-1916 (DTD 1 APR 96 with NOTICE 2 DTD 5 JUN 14):

Critical: Level V

Major: Level II, N < 200 Level III, N > 200

Minor: Level I, N < 100 Level II, N > 100

(b) In all cases, the acceptance number of defects will be ZERO (0); the lot will be rejected for any defect unless specifically otherwise specified by the inspection type and code.

(c) Notwithstanding the above, NAVSEA, Naval Surface Warfare Center Indian Head Division may, at its discretion, accept a defect on an approved waiver on a case-by-case basis.

(End of Text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001: 2015 "Quality Management Systems - Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019) (Jan 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of Text)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD

0002	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD
0003	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD
0004	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD
0005	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES

	TBD, TBD Email: TBD Telephone: TBD
0006	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD
0007	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD
0008	Inspection and Acceptance Location Both Destination Instructions: Destination DoDAAC: N00174 CountryCode: USA NSWC INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER, 4522 MCMAHON ROAD INDIAN HEAD, MD 20640-1525 UNITED STATES TBD, TBD Email: TBD Telephone: TBD

Section F - Deliveries or Performance

The delivery schedule is based on order placement date and will be specified in each respective order. The statement below (*The ordering period above may include exercised options*) can be ignored as award will be made as an ordering period, not options.

Overall Contract Delivery Period

Period of Performance
From 16 Dec 2026 to 15 Dec 2031

The ordering period above may include unexercised options

Contractor
Destination

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0002	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0003	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0004	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0005	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0006	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	
0007	Period of Performance From 16 Dec 2026	1 Lot	

	To 15 Dec 2031		
0008	Period of Performance From 16 Dec 2026 To 15 Dec 2031	1 Lot	

FAR Clauses Incorporated by Reference

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

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

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

DFARS Clauses Incorporated by Full Text

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

Invoice and Receiving Report (Combo)

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

N/A

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	To be completed at time of award
Issue By DoDAAC	N00174
Admin DoDAAC	To be completed at time of award
Inspect By DoDAAC	N00174
Ship To Code	N00174
Ship From Code	To be completed at time of award
Mark For Code	To be completed at time of award
Service Approver (DoDAAC)	To be completed at time of award
Service Acceptor (DoDAAC)	To be completed at time of award
Accept at Other DoDAAC	To be completed at time of award
LPO DoDAAC	To be completed at time of award
DCAA Auditor DoDAAC	To be completed at time of award

Other DoDAAC(s)	To be completed at time of award

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

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

(g) *WAWF point of contact.*

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

usn.ncr.sea-01.mbx.wawf-hq-functional-mail-box@us.navy.mil

Please send additional notifications to: Milos Djuric at milos.djuric.civ@us.navy.mil.

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

G-216-H003 Ordering Process for Multiple Award Contracts (MACS) (NAVSEA) (FEB 2024) (Feb 2024)

(a) General. One or more orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope and within the maximum value of this contract. It is understood and agreed that the Government has no obligation to issue any orders under this contract, except the minimum order. In the event of any inconsistency between any order and this contract, this contract shall take precedence.

(b) Fair Opportunity for Orders.

(1) All orders in excess of the micro-purchase threshold to be issued under this indefinite delivery, indefinite quantity (IDIQ) MAC will be competed per FAR 16.505(b)(1), unless one of the exceptions to fair opportunity at FAR 16.505(b)(2)(i) applies. Orders will be tailored to specific project requirements and issued per the evaluation criteria established in the order solicitation.

(2) During the Fair Opportunity Process, the Government may elect to restrict competition for orders, either totally or in part, to Small Businesses or other available Small Business Administration (SBA) small business designations (i.e., 8(a), HubZone, Service Disabled Veteran Owned Small Business (SDVOSB), Economically Disadvantaged Women-Owned Small Business (EDWOSB)). The order solicitation will notify Offerors if the order will be solicited on a restricted or an unrestricted basis.

(c) Competitive Ordering Process.

(1) Pre solicitation and solicitation. All eligible IDIQ MAC holders will receive notification of the solicitation for each order via email. All proposed orders will incorporate all terms of the IDIQ MAC unless otherwise specified in the proposed order. IDIQ MAC holders will be provided a reasonable response period to prepare and submit proposals based on the estimated dollar value and complexity of the proposed order.

(i) The due date for the order proposals will be set forth in each solicitation.

(ii) Proposals received from IDIQ MAC holders not eligible to participate in the competition for the specific order will not be considered.

(2) Evaluation. The Government will evaluate proposals against the selection criteria contained in the order solicitation. At a minimum, evaluation criteria will include:

(i) Price/Cost

(ii) (Contracting Officer to insert any additional minimum evaluation criteria applicable to all orders)

(3) Order Execution. Upon completion of evaluations of proposals for an order, the Contracting Officer will issue an order to the IDIQ MAC holder whose proposal is most advantageous to the Government under the selection criteria set forth in the order solicitation. The Government reserves the right to issue one, more than one, or no orders following completion of evaluations. The Contracting Officer will notify the IDIQ MAC holders of the selection decision.

(d) Unauthorized Work. The Contractor is not authorized to commence performance prior to issuance of a signed order. Orders shall either be funded at time of issuance, or under the authority of FAR 52.232-18, Availability of Funds (if included in the order).

(e) Ordering Authority and Tracking. Contracting Officers from the below listed activities are authorized to issue orders under this contract for services or supplies listed in Section B from contract award through the end of the ordering periods specified in Section F.

NSWC IHD

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019) (Jan 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost break down of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Shouldthe subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

G-232-H002 H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024) (Feb 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions).

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021) (Jul 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by NSWC IHD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/.

(c) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(End of Text)

G-242-H001 GOVERNMENT CONTRACTADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023) (Oct 2023)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Ashleigh Bowie
Address: 4081 North Jackson Road, Bldg 841
Indian Head, MD 20640
Phone: (301) 635-9161
E-mail: ashleigh.m.bowie.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Diane Hicks
Address: 4081 North Jackson Road, Bldg 841
Indian Head, MD 20640
Phone: (301) 848-3507
E-mail: diane.d.hicks.civ@us.navy.mil

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: [*]
Address:
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: [*]
Address: [*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

(g) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:
Jennifer Barnidge
Email: jennifer.n.barnidge.civ@us.navy.mil

(h) The Contractor's point of contact for performance under this contract is:

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: [*]

[*] To be completed at contract award

(End of Text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO: See Section J Attachment 03 Contract Administration Plan (CAP)

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO: See Section J Attachment 03 Contract Administration Plan (CAP)

(End of Text)

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022) (Nov 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

(f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(j) Compliance with this requirement is a material requirement of this contract.

(End of Text)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.210-1	Market Research. (Deviation)	Feb 2026		
52.211-5	Material Requirements. (Deviation)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.215-2	Audit and Records-Negotiation. (Deviation)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	Feb 2026		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation)	Feb 2026		
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation)	Feb 2026		
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation)	Feb 2026		
52.215-14	Integrity of Unit Prices.	Nov 2021		
52.216-22	Indefinite Quantity. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.219-7	Notice of Partial Small Business Set-Aside.	Nov 2020		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation)	Feb 2026		
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation)	Feb 2026		
52.219-33	Nonmanufacturer Rule. (Deviation)	Feb 2026		
52.222-3	Convict Labor. (Deviation)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation)	Feb 2026		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.234-1	Industrial Resources Developed Under Title III of the Defense Production Act. (Deviation)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation)	Feb 2026		

52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.243-1	Changes-Fixed-Price. (Deviation)	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Oct 2025		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	Feb 2026	Deviation 2026-O0037	Feb 2026
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jul 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7008	Sources of Electronic Parts.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.209-4 First Article Approval-Government Testing. (Deviation) (Feb 2026)

First Article Approval-Government Testing (Feb 2026) (Deviation)

(a) The Contractor shall deliver TBD unit(s) of Lot/Item TBD within TBD calendar days from the date of this contract to the Government at TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. This contract elsewhere specifies the characteristics that the first article must meet and the testing requirements.

(b) Within TBD calendar days after the Government receives the first article, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

(c) If the Government disapproves the first article, 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 the Government specifies. The Government will 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.

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

(e) Unless otherwise provided in the contract, the Contractor-

(1) May deliver the approved first article as a 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 Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) 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.

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

(End of clause)

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

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

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of Total Value of the Contract;

(2) Any order for a combination of items in excess of Total Value of the Contract; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman. (Sep 2019)

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Refer to Section G, G-242-H001.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.219-14 Limitations on Subcontracting. (Deviation) (Feb 2026)

Limitations on Subcontracting (Feb 2026) (Deviation)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[X] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

Alternate I (Feb 2026) (Deviation). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
___	___
___	___
___	___

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

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

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under 332710 NAICS Code assigned to TBD contract number.

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

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

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

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

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

(End of clause)

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

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/dfars

(End of clause)

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

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.209-7010 Critical Safety Items. (Aug 2011)

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

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

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

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

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

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

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

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

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

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

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

Critical safety items will be specified in each respective order.

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

(End of clause)

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

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

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

"Concatenated unique item identifier" means-

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Unique item identifier.*

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

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items: To be specified in each respective order, as applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

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

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

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

Section J - List of Attachments

Attachments
Attachment 01 Past Performance Reference
Attachment 02 Past Performance Questionnaire
Attachment 03 Contract Administration Plan (CAP)
Attachment 04 Proposal Checklist

Exhibits
Exhibit A: Contract Data Requirements List (CDRL), DD Form 1423 A001-A010

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit A Contract Data Requirements List (CDRL), DD Form 1423 A001-A010	Contract Data Requirements List (CDRL)		14 Jun 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment 01_ Past Performance Reference			28 May 2026
02	Attachment 02_Past Performance Questionnaire			28 May 2026
03	Attachment 03_Contract Administration Plan (CAP)			14 Jun 2026
04	Attachment 4 - Proposal Checklist			16 Jun 2026

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.204-5 Women-Owned Business (Other Than Small Business). (Oct 2014)

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) *Definition.*"Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation*.] The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

52.204-8 Annual Representations and Certifications. (DEVIATION 2025-O0003 and 2025-O0004) (Mar 2025) Deviation 2025-O0004 (Mar 2025)

Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-O0003 and 2025-O0004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, 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 (d) 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 (d) applies.

(ii) [ ] Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

[ ] (i) 52.204-17, Ownership or Control of Offeror.

[ ] (ii) 52.204-20, Predecessor of Offeror.

[ ] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

[ ] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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 paragraph (c) 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 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause 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 Clause # 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 posted on SAM.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (Deviation) (Feb 2026)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

(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 indicted 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 judicial 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 3-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 paragraph (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 establishment 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 paragraph (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 knowingly 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.

(End of provision)

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation) (Feb 2026)

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION)

(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 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.

(End of provision)

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

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

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

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

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.219-1 Small Business Program Representations. (Deviation) (Feb 2026)

Small Business Program Representations (Feb 2026) (Deviation)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 332710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is 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.

(c) *Representations.*

(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [_____The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

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

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

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

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

(End of provision)

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

1.0 OVERVIEW

This section outlines the Government's plan for awarding the contract and provides key notices to potential offerors.

Contract Award Process:

Multiple Award: The Government intends to award multiple FFP IDIQ contracts; all responsible Offerors whose proposals are technically acceptable, as well as acceptable with regards to past performance, in accordance with the Factors set forth in the solicitation will receive an award.

Offeror(s) may propose for less than all five (5) of the task areas of the SOW; however, responsible Offerors must propose to and receive an acceptable rating for at least one (1) of the five (5) task areas of the SOW to be eligible for an award in accordance with Section M.

Once the Government makes contractual awards, individual delivery/task orders will be competed within each task area, the strategy for which will be stated with delivery/task order solicitation. The Government will base its delivery/task order evaluation and award based on the Lowest Price Technically Acceptable (LPTA) approach, with the exception of critical safety items which will be competed and awarded based on Best Value Tradeoff.

Best Offer First: Your initial proposal should contain your best terms. The Government reserves the right to award a contract based on initial offers and without holding discussions but reserves the right to hold discussions at the Government's discretion; therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical standpoint. If considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance of award. (Reasonable is considered to be IAW the definition of "Qualifying Offeror" as defined in FAR 2.101).

Government Rights: The Government may reject any or all proposals in accordance with Sections L and M of this document. Failure to address any of the instructions within this solicitation may result in a proposal being excluded from consideration for award.

Eligibility and Teaming:

SAM Certification: Offerors must be certified as a small business in the System for Award Management (SAM) under the identified NAICS at the time of solicitation close. Any proposal from a non-certified business will be ineligible for award and will not be evaluated.

Limitations on Subcontracting: In accordance with FAR 52.219-14 (Class Deviation 2021-O0008), the Offeror must demonstrate in its proposal that it will not pay more than 50 percent of the amount paid by the Government for contract performance to first-tier subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount. Any proposal that on its face fails to demonstrate that the Offeror's personnel or similarly situated first-tier subcontractors will be performing at least 50 percent of the contract work will be technically unacceptable and therefore ineligible for award.

Teaming Risk: In the event multiple similarly situated small businesses join in order to meet the requirement to perform more than 50% of the effort, offerors are advised that there may be an inherent technical risk associated with no clear prime contractor in charge of ensuring successful performance. Offerors should consider this risk in determining how many partners are needed in order to comply with the greater than 50% requirement.

Small Business Set-Aside: Tasks 2 and 3 are set-aside for Small Business. Only small business offerors will be considered for these tasks. All other tasks are full and open.

Small Business Subcontracting Plans: The Offeror shall propose at least 25% to small businesses (applicable to Tasks 1, 4, and 5). The small business subcontracting plan requirement is not applicable to the tasks being set-aside for small businesses, or small businesses who propose to Tasks 1, 4 and /or 5.

Submission and Questions:

Required Content: You are responsible for submitting a complete proposal that addresses all evaluation factors for the respective task area(s). Refer to Section J attachment "Proposal Checklist" to ensure you have completed all required documentation prior to submission of your proposal.

Question Deadline: Offerors may submit questions or request clarifications of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, and prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number, or other identifier relating to the question. All questions shall be submitted to the PCO within 10 calendar days of issuance of the solicitation to allow the Government adequate time to prepare and issue responses, and amend the solicitation if required, so that Offerors can use the information in preparing their proposals. All questions and answers will be posted via an amendment on SAM.gov following the close of the Q&A period. The Government makes no guarantee that questions received after this date will be answered. If this solicitation is amended, terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

This section explains how to submit your offer.

Required Documents for Submission:

You must submit the following three volumes electronically. Failure to do so will render your offer ineligible.

1. Technical Volume
2. Past Performance Volume
3. Small Business Subcontracting Plan, if applicable

Deadlines and Validity:

Submission Deadline: Any proposal, modification, or revision received after the exact time specified is considered "late" and may be rejected.

Completeness: Incomplete proposals may be deemed unacceptable.

Offer Validity: Your proposal must remain valid for 240 calendar days after submission and should be explicitly stated in your proposal.

Withdrawal: You may withdraw a proposal by sending a written notice before a contract is awarded.

3.0 PROPOSAL FORMAT

This section outlines the required format for your proposal. Failure to follow these rules may result in your proposal being rejected.

Document Formatting:

Paper & Font: Use 8.5" x 11" paper with 1" margins. The text must be single-spaced in 12-point Times New Roman.

Tables & Graphics: Can use a minimum of 9-point Times New Roman.

Spreadsheets: Must use 9-point Times New Roman, be formatted for landscape printing, and must show calculation formulas instead of hard-coded values.

General: No hyperlinks are allowed. All text must be in English, and all currency in U.S. dollars.

File Type: Submit files in Microsoft Office (2010 or newer) or Adobe PDF format.

Proposal Structure & Content:

File Naming: Label all files clearly with the volume number, your company name, and a descriptive title (e.g., VOL. I, ABC COMPANY, TECHNICAL PROPOSAL). Subcontractors shall follow the same guidance.

Page Limits: Page limits are maximum; any excess pages will not be evaluated. Title pages, tables of contents, glossaries, and documents otherwise identified as "excluded" do not count toward this limit.

Cover Letter: Provide a separate cover letter file that includes:

- Solicitation number and company contact information.
- Names of personnel authorized to negotiate and sign the proposal.
- A statement that the Offeror consents, meets and agrees with all terms, conditions, requirements, provisions, and amendments included in the solicitation. Offerors must meet all requirements at the time of proposal submission; or provide with their cover letter an acceptable plan to meet the requirements by the start date of the contract performance. Failure to meet all requirements at the time of proposal submission or provide an acceptable plan to meet the requirements by the start date of the contract performance may remove the Offeror from consideration of award.
- Organizational or Personal Conflict of Interest (OCI) Certification/Mitigation Plan: The Offeror shall certify compliance with L-209-H009 Notification of Potential Organizational or Personal Conflict(s) of Interest (NAVSEA) (APR 2022). If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation and present an acceptable plan to neutralize any potential organizational conflict of interest. Those Offerors deemed to have a conflict of interest may be ineligible for award.

4.0 PROPOSAL ORGANIZATION

Offerors shall submit a separate Technical Volume for each Task Area for which they are submitting a proposal.

VOLUME 1: TECHNICAL (FACTOR 1)

The Offeror shall address technical factors as detailed below within each respective task area. Offerors are advised that failure to submit this volume and all requested information (i.e. "...shall..." statements) may result in their proposal being excluded from the consideration/evaluation. Failure to address any of the instructions within this solicitation may result in a proposal being excluded from consideration for award.

The technical proposal shall be limited to the following submissions and pages:

Element A: Technical Approach (Not to Exceed 20 Pages)

Upon request, each interested offeror will receive a sample Technical Data Package (TDP) for which to address as part of their proposal. TDP

requests from interested parties shall be directed to the Points of Contacts (POC) listed below; responses will be provided within three business days.

Diane Hicks
Contract Specialist
diane.d.hicks.civ@us.navy.mil

Ashleigh Bowie
Procuring Contracting Officer (PCO)
ashleigh.m.bowie.civ@us.navy.mil

Each proposal shall include the following:

The Offeror shall submit a detailed description of their approach to perform the requirements listed in the SOW and provided sample TDP. The Offeror's approach shall include, at a minimum, the proposed approach to analyze, design, fabricate and test functions, as applicable.

The Offeror shall provide a copy of the company's Quality Assurance Plan (not included as part of the page count). The plan should be in sufficient detail so as to allow the Government to ascertain if the contractor's quality system meets the requirements of ANSI/ASQC Q9000 through Q9004 industry standards, or an equivalent quality system.

Offerors shall provide copies of their ANSI/ASQC Q9000 through Q9004 accreditation certificates (not included as part of the page count).

Offerors shall identify the quality and process controls that will be used to ensure that the sample TDP end item will be in compliance with the applicable drawing, specifications, SOW and contract requirements.

In the case of hardware manufacturing (Tasks 1, 2, 4, and 5), Offerors shall describe the type of documentation that will be used to identify, record and dispose of non-conforming material, in-process rejects and characteristic discrepancies.

Element B: Facilities and Equipment (Not to Exceed 5 Pages)

The Offeror shall provide a detailed description of its proposed Prime and subcontractor facilities and equipment for testing, lab analysis, parts fabrication and loading, as applicable to the task(s) on which they are proposing. The Offeror shall provide a description of the facilities and a detailed list of equipment that will be utilized to support the functions of the contract.

In the description of the Offeror's Prime and subcontractor facility(ies):

The Offeror shall provide information as to the location of their facility(ies). If it is anticipated that more than one facility will be utilized, then it shall be so indicated.

The Offeror shall include the square footage dedicated for the efforts and they shall attest to the adequacy of these facilities to provide supportive documentation and drawings in accordance with the tasks in the SOW. If any of the listed facilities is contingent on this contract award, the Offeror shall indicate that.

The Offeror shall demonstrate their plan to ensure the facility(ies) are available at time of award.

The Offeror, whether a large or small entity, shall demonstrate how it will provide at least 25% of the proposed total estimated amount of its respective Task(s) to small business concerns. The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected small business subcontractors are meaningful in the overall success of the program. The approach shall address use of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, Hub Zone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns.

VOLUME 2: PAST PERFORMANCE (FACTOR 2) (no page limit)

Offeror shall provide all past performance information in accordance with Attachment 01 - Past Performance Reference. Offeror shall provide three past performance references, if available, which shall reflect recent experience performed within the last five years of the solicitation release date and that demonstrates experience relevant to the solicitation's SOW. Offeror shall describe how the past performance references are relevant including details about how it is similar in scope and complexity to this solicitation's SOW.

Past performance information shall be provided for the Prime and all subcontractors in order to develop an Offeror's past performance rating. In the evaluation of an Offeror's past performance, the Government reserves the right to use relevant performance within the past five years. In accordance with FAR 9.104-6, the performance and integrity information available in the Federal Awardee Performance and Integrity Information System (FAPIIS), (available at https://www.cpars.gov), including FAPIIS information from the System for Award Management (SAM) Exclusions and the Contractor Performance Assessment Reporting System (CPARS) will be considered during the evaluation of an Offeror's past performance.

Relevant past performance is defined as experience that is of the same or similar scope (i.e, for the same or similar items), of the same or similar magnitude, and of the same or similar complexity to that which is described in the solicitation.

Offerors are directed to submit one of, or both of, the following as applicable:

If there is not a CPARS record (or if offerors are unsure) for a particular record of performance, the Offeror shall submit one (1) Past Performance Questionnaire (Attachment 02 in Section J) to each of its customer POCs identified in the Recent and Relevant Past Performance References. Instructions for completing this form are contained on the form itself.

If there is a CPARS record, the Offeror shall provide up to three references listed on the past performance reference sheet (Attachment 01 in Section J) for federal government contracts for supplies performed in the last five (5) years from the date of issuance of the solicitation that are the same or similar to those required under this procurement. If the Offeror does not have any Federal Government contracts, then the Offeror shall list state, local, or commercial contracts, in that order.

VOLUME 3: SMALL BUSINESS SUBCONTRACTING PLAN (FACTOR 3) (Mandatory for other than small business) (no page limit)

There is a mandatory subcontracting goal of 25% for this requirement for Tasks 1, 4, and 5. If the Offeror is an Other Than Small Business, the Offeror shall submit a Small Business Subcontracting Plan in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan should include a small business subcontracting goal based on the following thresholds:

Task 1: Production Hardware potential award amount for Small Business Subcontracting Plan threshold: $15M
Task 4: Electronics Assembly potential award amount for Small Business Subcontracting Plan threshold: $9.5M
Task 5: Advanced Machining potential award amount for Small Business Subcontracting Plan threshold: $4.5M

If an Offeror is submitting a proposal for more than one Task Area, the Offeror must provide a single Small Business Subcontracting Plan based on the cumulative total dollar value of all Task Areas being proposed.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation)	Feb 2026		
52.216-27	Single or Multiple Awards.	Oct 1995		
52.233-2	Service of Protest. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 Type of Contract. (Deviation) (Feb 2026)

Type of Contract (Feb 2026) (Deviation)

The Government contemplates multiple awards of Firm Fixed Price Indefinite Delivery Indefinite Quantity type contracts resulting from this solicitation.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/dfars

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: *CMMC Level 2 (Self),* is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019) (Apr 2019)

(a) NAVSEA may use a contractor to manage official contract files here in after referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, here in after referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file management services are acquired will contain a requirement that

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the offeror may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed Protected Information, for the unauthorized duplication, release, or disclosure of such Protected Information.

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of Provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT (S) OF INTEREST (NAVSEA) (APR 2022) (Apr 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NSWC IHD M Department, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of Provision)

L-211-W003 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – SUPERSEDING PART NUMBERS (NAVSEA) (OCT 2018) (Oct 2018)

If any part number shown is obsolete, has been or is being changed, or is considered by the manufacturer to be incorrect or unavailable for any reason, then it is requested the offeror so indicate in its proposal/quotation and furnish, for the superseding part number, each of the following:

(a) installation drawing;

(b) assembly drawing;

(c) manufacturer's test report;

(d) complete set of performance data; and

(e) explanatory information setting forth in detail differences between the item specified and the one being offered.

(End of Provision)

L-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA) (JUN 2022) (Jun 2022)

For proposal purposes the estimated date of contract, task order, or delivery order award is 12/16/2026. The government reserves the right to award sooner or later if necessary. The delivery dates and/or period of performance start and end dates in Section F will be updated at award based upon actual contract, task order, or delivery order award date.

(End of Provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021) (Jan 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of Provision)

Section M - Evaluation Factors for Award

1.0 OVERVIEW

This section details the contract structure, award process, eligibility requirements and evaluation factors.

Contract Details and Award Basis:

Contract Type: The Government intends to award multiple Firm Fixed Price, Indefinite Delivery Indefinite Quantity contracts for a five-year ordering period.

Award Criteria: Awards will be made to all offerors whose proposal is technically acceptable, as well as acceptable with regards to past performance, in accordance with the Factors set forth in the solicitation. Price will be evaluated at the task/delivery order level only.

Once the Government makes contractual awards, individual delivery/task orders will be competed within each task area, the strategy for which will be stated within each delivery/task order solicitation. The Government will base its delivery/task order evaluation and award based on the Lowest Price Technically Acceptable (LPTA) approach, with the exception of critical safety items which will be competed and awarded based on Best Value Tradeoff.

All submissions will be screened to ensure they comply with the RFP instructions. The Contracting Officer has the discretion to eliminate any proposal that fails to meet the requirement contained herein.

Eligibility Requirements:

Small Business Set-Aside: Tasks 2 and 3 are a Small Business Set-Aside. Proposals from businesses that are not small businesses will be deemed ineligible and will not be evaluated.

Limitations on Subcontracting: In accordance with FAR 52.219-14 (Class Deviation 2021-O0008), the Offeror must demonstrate in its proposal that it will not pay more than 50 percent of the amount paid by the Government for contract performance to first-tier subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount. Any proposal that on its face fails to demonstrate that the Offeror's personnel or similarly situated first-tier subcontractors will be performing at least 50 percent of the contract work will be technically unacceptable and therefore ineligible for award.

Submission and Evaluation Process:

Best Offer First: The Government intends to award based on initial offers and without holding discussions but reserves the right to hold discussions at the Government's discretion. Your first submission should contain your best technical terms.

Clarifications Possible: Even without formal discussions, the Government may contact you to clarify certain aspects of your proposal or to resolve minor errors IAW FAR RFO 15.202.

2.0 PROPOSAL EVALUATION

The Government will evaluate Factors 1, 2 and 3 on an Acceptable/Unacceptable basis as described below.

VOLUME 1: TECHNICAL (FACTOR 1)

ELEMENT A: TECHNICAL CAPABILITY

The Government will evaluate that the Offeror:

Provide a detailed description of their approach to perform the requirements listed in the SOW and provided sample TDP as stated in Section L.

Provide a copy of the company's Quality Assurance Plan, which should be sufficient enough in detail so as to allow the Government to ascertain if the contractor's quality system meets the requirements of ANSI/ASQC Q9000 through Q9004 industry standards, or an equivalent quality system.

Provide copies of their ANSI/ASQC Q9000 through Q9004 accreditation certificates.

Identify the quality and process controls that will be used to ensure that the sample TDP end item will be in compliance with the applicable drawing, specifications, SOW and contract requirements.

For Tasks 1, 2, 4, and 5, describe the type of documentation that will be used to identify, record and dispose of non-conforming material, in-process rejects and characteristic discrepancies.

ELEMENT B: FACILITIES AND EQUIPMENT

The Government will evaluate that the Offeror:

Provide a detailed description of the proposed Prime and subcontractor facilities and equipment for testing, lab analysis, parts fabrication and loading, as applicable to the task(s) they are proposing to, including location, square footage, and a plan for facility availability.

Provide the proposed use of any subcontracted facilities.

Provide a description of the Prime and subcontractor facilities and a detailed list of equipment that will be used to support the functions of the contract.

Provide a description of how the Offeror will provide at least 25% of the proposed total estimated amount of its respective Task(s) to small business concerns. The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected small business subcontractors are meaningful in the overall success of the program. The approach shall address use of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, Hub Zone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns.

In assessing the technical volume, the Government will apply the following definitions of Acceptable or Unacceptable:

Acceptable - Proposal meets requirements and indicates an adequate approach and understanding of the requirements.

Unacceptable - Proposal does not meet requirements of the solicitation and, thus is unawardable.

VOLUME 2: PAST PERFORMANCE (FACTOR 2)

The Past Performance volume will be rated on an Acceptable/Unacceptable basis. The Government will use information provided by the Offeror, as well as any other information deemed necessary as noted in Section L 4.0 to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of past performance, taking into consideration the recency and relevancy of the past performance data. The Government may also evaluate the past performance of an Offeror's proposed subcontractors. In the evaluation of an Offeror's past performance, the Government reserves the right to contact former customers, Government agencies and other private and public sources of information.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability /unacceptability, unknown past performance shall be considered acceptable. The evaluation will include information provided by the Offeror demonstrating compliance with the requirements of FAR 52.219-8 and 52.219-9. The Government reserves the right to not perform a past performance evaluation on any Offeror that is assigned an "Unacceptable" adjectival rating under Factor - Technical.

In assessing the Past Performance volume, the Government will apply the following definitions of acceptable or unacceptable:

Acceptable - Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

Unacceptable - Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

VOLUME 3: SMALL BUSINESS SUBCONTRACTING PLAN (FACTOR 3)

For Tasks 1, 4, and 5, for those Offerors with a business size of Other than Small, the Government will evaluate the Offeror's small business subcontracting plan.

The Small Business Subcontracting Plan volume will be rated on an Acceptable/Unacceptable basis.

There is a mandatory subcontracting goal of 25% for this requirement for Tasks 1, 4, and 5. If the Offeror is an Other Than Small Business, the Offeror shall submit a Small Business Subcontracting Plan in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan. The Small Business Subcontracting Plan should include a small business subcontracting goal based on the following thresholds:

Task 1: Production Hardware potential award amount for Small Business Subcontracting Plan threshold: $15M
Task 4: Electronics Assembly potential award amount for Small Business Subcontracting Plan threshold: $9.5M
Task 5: Advanced Machining potential award amount for Small Business Subcontracting Plan threshold: $4.5M

If an Offeror is submitting a proposal for more than one Task Area, the Offeror must provide a single Small Business Subcontracting Plan based on the cumulative total dollar value of all Task Areas being proposed.

In assessing the Small Business Subcontracting Plan volume, the Government will apply the following definitions of acceptable or unacceptable:

Acceptable - The Offeror provided a Small Business Subcontracting Plan demonstrating compliance with the mandatory subcontracting goal of 25%.

Unacceptable - The Offeror failed to provide a Small Business Subcontracting Plan demonstrating compliance with the mandatory subcontracting goal of 25%.

Additional Regulation or Supplemental Clauses Incorporated by Full Text

M-215-H002 MULTIPLE AWARDS (NAVSEA) (OCT 2018) (Oct 2018)

It is the intent of the Government to award more than one contract as a result of this solicitation. The Government reserves the right to make one or more awards based upon the number of acceptable proposals received and the availability of funding.

(End of Provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018) (Dec 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of Provision)