

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			This RFO ☒ is ☐ is not a small business-small purchase set aside		PAGE 1 OF 47 PAGES	
1. REQUEST NO. NO0104-26-Q-YAJN	2. DATE ISSUED 2026 OCT 09	3. REQUISITION/PURCHASE REQUEST NO. 26113-0107 (1A27)	4. CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG.1	RATING D0-A3		
5A. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT MECH 5450 CARLISLE PIKE MECHANICSBURG PA 17050-2411				6. DELIVERY BY (Date) 30 DAYS		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) J. GRZYWNA (215)697-5095 N741.P08				7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE				9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) 2026 NOV 09		11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____ c. ☐ SMALL ☐ OTHER THAN SMALL ☐ DISADVANTAGED ☐ WOMEN-OWNED				

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

12. SCHEDULE					
ITEM NO. (a)	SUPPLIES/SERVICES (B)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.					
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CLAENDAR DAYS %
NOTE: Additional provisions and representations ☒ are ☐ are not attached.					
14. NAME AND ADDRESS OF QUOTER (Street, city, country, State and ZIP Code)			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION
			17. NAME AND TITLE OF SIGNER (Type or Print)		18. TELEPHONE NO. (Include area code)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

N00104-26-Q-YAJN

PAGE

OF

2

47

PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1HM 5930-01-659-2149 SQ SWITCH, PROXIMITY SHELF LIFE 0-00 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP 1CQ PMT CD PM WM CUD CT UC LP 1C UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 31 1 00 JA NA B ED A 00 B 00 EFF 1.1 0.137 0 PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
0001AA	N00104-26-X-4722 TP: 3 SHIP TO W25G1U	15	EA		
0001AB	N00104-26-X-4722 TP: 3 W62G2T	14	EA		
0001AC	SEE DD FORM 1423 EXHIBIT "A"	1	LO	NSP	
0001AD	OPTION QTY UP TO 100% OF ITEM 0001 NOTES: The option provision is included in the event the Government has an additional requirement 365 days after issuance of the award. This will authorize the Government to add the additional quantity, up to the percentage cited, to the order, via modification without having to re-solicit. It is requested that pricing be submitted on the option provision. Evaluation for the award of the proposed requirement will be based upon the lowest aggregate total price submitted for the total quantity, inclusive of the option provision. SOLICITATION NOTES: This is a EAF Spares requirement for the items listed in this solicitation. All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein. A contract writing system limitation prevents the following provision regarding evaluation from being inserted under Section M in this Request for Quotation. Nevertheless, the provision is deemed to be a part of Section M.				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE OF

N00104-26-Q-YAJN

3

47

PAGES

NAME OF OFFEROR OR CONTRACTOR

TELEDYNE INSTRUMENTS INC
ITEM NO.

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

Evaluation Utilizing Simplified Acquisition Procedures

The Government will issue an order resulting from this Request for Quotation to the responsible offeror whose quotation, conforming to the solicitation, results in the best value to the Government, considering both price and a non-price factor. The following factors will be used to evaluate quotations:

(1) Past Performance. The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management, and customer satisfaction.

(2) Price.

(End of provision)

INSPECTION AT ORIGIN
ACCEPTANCE AT ORIGIN

POC EMAIL: JESSICA.T.GRZYWNA.CIV@US.NAVY.MIL

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

**WSSTERMBA00
CONTACT INFORMATION**

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

Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code: (<N741.P08>) Weapon System LRC: (<ER6>)
Telephone: (<N/A>)
E-Mail: (<JESSICA.T.GRZYWNA.CIV@US.NAVY.MIL>)

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

**WSSTERMBZ04
IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL**

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in Section I in this solicitation and required offerors to--

- (1) identify any hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
- (2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

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

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

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

**CLIN: 0001
NIIN: 016592149
ITEM NAME: SWITCH, PROXIMITY**

ACTIVITY USE ONLY: TDP VERSION NO.: 008

1. SCOPE

1.1 <This procurement specification contains the requirements for manufacture and the contract quality requirements for <AN/BRR-6 Proximity Sensor Seated Switch Unit> for use on Navy submarines.>

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents - The document(s) listed below form a part of this contract/purchase order including modifications or exclusions.

2.1.1 Documents, drawings, and publications supplied are listed under "Drawing Number". These items should be retained until an award is made.

2.1.2 "Document References" listed below must be obtained by the Contractor. Ordering information is included as an attachment to this contract/purchase order.

2.1.3 The "Document Changes" section provides supersessions/changes to referenced documents.

2.2 Order of Precedence - In the event of a conflict between the text of this contract/purchase order and the references and/or drawings cited herein, the text of this contract/purchase order shall take precedence. Nothing in this contract/purchase order, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained.

2.3

DRAWING NO.	CAGE	REV	DOC TYPE	DISTR CD	SHEET NR	REV	TYPE	SIZE
8590854	53711	-		D				
8590860	53711	A		D				

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG NTC	SUPP
MIL-STD-130			N	16 NOV 12	A		01	
MIL-DTL-915			G	22 AUG 02	A			
MIL-DTL-915	0008		H	22 AUG 02	A			
MIL-STD-973				13 JAN 95	A	3		
ISO 9001				15 SEP 15	A			
ISO 10012				15 APR 03	A			
MIL-M-24041			C	17 AUG 81	A			
MIL-DTL-24231			E	26 APR 13	A			
MIL-I-45208			A	24 JUL 81	A	1		
NCSL Z540.3				03 AUG 06	A			
A-A-56032			D	21 MAR 03	A			
EIA-649C 2/19					A			
SAE-AMS2817G - 11/2016					A			
SAE-AS23053/5A - 11/2018					A			
NAVSEA S9320-AM-PRO-020/MLDG			3	01 AUG 99	A			
NAVSEA S9320-AM-PRO-030/MLDG			3	01 FEB 05	A			

DOCUMENT CHANGES

FROM	TO
AMS-DTL-23053/5B	SAE-AS23053/5A
AMS-2817	SAE-AMS2817G
MIL-C-24231D	MIL-DTL-24231E

3. REQUIREMENTS

3.1 <Design and Manufacturing - The <AN/BRR-6 Proximity Sensor Seated Switch Unit> furnished under this contract/purchase order shall meet the material, electrical, mechanical, physical and test requirements as specified on Drawings 8590860 (consisting of Item Numbers 1 thru 8) and 8590854, Attachment-A (Electrical Test Procedure), NAVSEA Manuals S9320-AM-PRO-030/MLDG and S9320-AM-PRO-020/MLDG and including associated specifications mentioned in this procurement. >

3.1.1 <As required by Note 4 of Drawing 8590860, Item Number 4 must be treated as a connector when referencing Drawing 8590854.>

3.1.2 <The switch (Item No. 4 of drawing 8590860) surface preparation, application and inspection of non-conductive coating (Plasma Coating) shall be in accordance with NAVSEA Manual S9320-AM-PRO-030/MLDG as specified on Drawing 8590854. >

3.1.3 <The Polyurethane Molding Compound Type II, Color Amber shall be in accordance with MIL-M-24041 requirements as specified on Drawing 8590860.>

3.1.4 <All outboard molded cable assemblies shall be manufactured and tested in accordance with NAVSEA Manual S9320-AM-PRO-020/MLDG requirements as specified on Drawings 8590860, Note 3 and 8590854, Note 4; including Attachment-A (Electrical Test Procedure).>

3.2 <Vendor Qualification. As required by Drawing 8590854:>

3.2.1 <Only vendors which are qualified, per the audit requirements of NAVSEA Manual S9320-AM-PRO-020/MLDG Appendix II-A and listed on the approved vendors lists in appendix II-A of NAVSEA Manual S9320-AM-PRO-020/MLDG, shall be authorized to fabricate submarine outboard cable assemblies. >

3.2.2 <Metal plug bodies surface preparation is only by vendors which are qualified, per audit requirements of NAVSEA Manual S9320-AM-PRO-030/MLDG Appendix III-H, and listed on the approved vendors lists in appendix III-I of NAVSEA Manual S9320-AM-PRO-030/MLDG, shall be authorized to fabricate non-conductive plasma sprayed ceramic coated submarine outboard connector metal plug bodies. >

3.3 <Marking Requirements - The supplier shall permanently mark and identify each first article and production lot unit <Proximity Sensor Seated Switch> in accordance with Note 8 of Drawing 8590860 per MIL-STD-130.<Per Note 7 of Drawing 8590860, the supplier shall contact Jason Krol, jason.a.krol2.civ@us.navy.mil of NSWC Philadelphia Division for component serialnumber information.>>

3.3.1 <The supplier shall mark <tag or bag> all piece parts with contract, drawing/ item, heat, lot or batch and serial number per MIL-STD-130 until installed in the designated assembly.>

3.4 <First Article Testing/Inspection - (Supplier Testing/Inspection). The first article testing /inspection procedure and approval are required for <Proximity Sensor Seated Switch Unit>.Government approval is required prior to commencement of first article unit.>

3.5 <Notification - The supplier shall notify Naval Surface Warfare Center, Philadelphia Division, (NSWCPD), 5001 S. Broad Street, Philadelphia, PA 19112-1403 by email matthew.j.ogilvie.civ@us.navy.mil, Code 242MO after award of contract.>

3.5.1 <The NSWCPD is the acceptance activity for the Contract Data Requirements List (DD1423) Data Items. NSWCPD WAWF/IRAPT <Acceptor> DODACC is <N64498>.>

3.6 Configuration Control - MIL-STD-973 entitled "Configuration Management", Paragraph 5.4.8, Configuration Control (Short Form Procedure), is hereby incorporated. The Contractor shall submit all Engineering Change Proposals in accordance with MIL-STD-973, Paragraph 5.4.8.2 and Appendix D. Requests for Deviations shall be processed in accordance with MIL-STD-973, Paragraph 5.4.8.3 and Appendix E. Requests for Waivers shall be processed in accordance with MIL-STD-973, Paragraph 5.4.8.4 and Appendix E. (Original and two copies shall be submitted to Contracting Officer, NAVICP-MECH, P. O. Box 2020, Mechanicsburg Pa. 17055-0788.)

3.6.1 Configuration Control - When the Contractor has received authorization on a prior contract for the same NSN for the use of a drawing of a later revision status, that authorization is hereby extended to all succeeding contracts/purchase orders until another drawing revision is approved. The Contractor will notify the PCO of this occurrence in each instance, in the response to the solicitation. Such notification shall be in writing setting forth the contract under which the prior authorization was granted, the date of the granting of the authorization, and the name of the granting authority.

Contractors shall also refer technical inquiries (other than those covered by MIL-STD-973) on company letterhead signed by a responsible company official, with copies distributed as stated below.

The original and two copies of all Contractor generated correspondence regarding configuration shall be submitted to Contracting Officer, NAVICP-MECH, P.O. Box 2020, Mechanicsburg, PA 17055-0788.

Contractors are cautioned that implementing engineering changes, waivers, deviations or technical inquiries into the contract/purchase order without approval of the Contracting Officer will be at the sole risk of the Contractor.

3.7 Mercury Free - The material supplied under this contract/purchase order is intended for use on submarines/surface ships and therefore shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

If the inclusion of metallic mercury is required as a functional part of the material furnished under this contract, the Contractor shall obtain written approval from the Procurement Contracting Officer before proceeding with manufacture. The contractor's request shall explain in detail the requirements for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded directly to the Procurement Contracting Officer with a copy to the applicable Government Inspector. Upon approval by the Contracting Officer, the vendor will provide a "Warning Plate" stating that metallic mercury is a functional part of the item and will include name and location of that part.

The use of mercury, mercury compounds, or mercury-bearing instruments and/or equipment in a manner which might cause contamination in the manufacture, assembly, or test of material on this contract is prohibited. The most probable causes of contamination are direct-connected manometers, mercury vacuum pumps, mercury seals, or the handling of mercury in the immediate vicinity. Mercury switches, mercury in glass thermometers, standard cells and other items containing mercury may be used if they are located so as not to constitute a contamination hazard.

If external contamination by metallic mercury occurs or is suspected, the following test may be used to determine whether contamination by metallic mercury exists or whether corrective cleaning measures have been effective. Enclose the equipment in a polyethylene bag or close-fitting airtight container for eight hours at room temperature (70 degrees F minimum). Sample the trapped air and if mercury vapor concentration is 0.01 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned.

These requirements shall be included in any subcontract or purchase order hereunder and the Contractor shall insure SubContractor compliance with these requirements.

Technical questions pertaining to these requirements shall be referred to the Procurement Contracting Officer via the cognizant Administrative Contracting Officer. For background, the following information is provided:

Mercury is corrosive to gold, silver, nickel, stainless steels, aluminum and copper alloys. Stainless steels, nickel, and copper alloys are widely used in reactor plants and other submarine/surface ship systems. Accidental trapping of mercury in a component could cause serious damage to vital parts. Mercury is also toxic if inhaled, ingested, or absorbed through the skin. It is evident that grave consequences could result from small amounts of mercury vapor present in an unreplenished submarine/surface ship atmosphere.

WSSTERMCZ05 CONFIGURATION MANAGEMENT - MARITIME

1.0 Configuration Management

1.1 The cognizant systems command (SYSCOM), Naval Sea Systems Command (NAVSEA) or Naval Information Warfare Systems Command (NAVWAR), Program Manager will maintain configuration control and change authority for all items in this contract.

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

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

2.0 Engineering Changes

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

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

2.1.1 Class I (Major) Changes: The Contractor must coordinate with the cognizant SYSCOM Program Office prior to any Class I ECP submission. The Contractor must notify the Procurement Contracting Officer (PCO) of any pending or approved Class I engineering changes with another Government activity that the Contractor proposes to incorporate under this contract. The cognizant SYSCOM Program Office will approve or disapprove of Class I changes. Any approved Class I change may necessitate contract changes by the PCO, which changes may be handled under the Changes clause of this contract, FAR 52.243-1. The Contractor must not implement a Class I change on this contract until a contract modification is issued by the PCO.

2.1.2 Class II (Minor) Changes: Class II changes must be submitted to the cognizant Defense Contract Management Agency (DCMA) Contract Management Office (CMO), or to the Supervisor of Shipbuilding (SUPSHIP) Groton, for concurrence in classification and may be implemented only upon receiving DCMA, SUPSHIP, or NAVSEA/NAVWAR Technical Warrant Holder (TWH) concurrence. On Navy Special Emphasis Program contracts/purchase orders, the Contractor must submit the Class II (Minor) change to the PCO for approval or disapproval. Class II changes must be made at no additional cost to the Government.

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

3.0 Variances

3.1 The Contractor must not deliver any item for acceptance by the Government that incorporates a known departure from product definition information unless a Request for Variance (RFV) has been approved. Authorized variances are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline. RFVs are classified as Critical, Major, or Minor. For detailed classification criteria refer to the DD Form 1694 instructions sheet. Variance requests must be prepared in accordance with DI-SESS-80640E - Request for Variance

WSSTERMCZ05 (CONT)
CONFIGURATION MANAGEMENT - MARITIME

(RFV).

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

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

3.1.2 Minor Variances: For minor RFVs, delivery and/or shipment of such items under this contract is not permitted until the request is approved by the cognizant DCMA CMO, SUPSHIP, or SYSCOM TWH. On Navy Special Emphasis Program contracts/purchase orders, the Contractor must submit minor variance requests via DCMA or SUPSHIP and the PCO, to the SYSCOM Program Office or their delegated representative, for approval or disapproval.

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

PART I - THE SCHEDULE
SECTION D
PACKAGING AND MARKING

CLIN: 0001
 NIIN: 016592149
 ITEM NAME: SWITCH,PROXIMITY

ACTIVITY USE ONLY: TDP VERSION NO.: 008

5. PACKAGING

5.1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking shall be in accordance with the Contract/Purchase Order Schedule and as specified below.

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

252.211-7003
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>

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

"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

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

ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
< >	< >
< >	< >
< >	< >
< >	< >

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

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

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

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

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

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

WSSTERMDZ03**PRESERVATION, PACKAGING, PACKING AND MARKING**

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

1. PRESERVATION REQUIREMENTS

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

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

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

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

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

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

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

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

Domestic Shipments (CONUS): Level B

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

Via air, FPO, APO	Level B
Via freight forwarder	Level B
Via surface	Level A

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II.

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

Long-life reusable containers and wood containers are shipping containers which do not require overpacking for shipment.

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

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

- 1) Procurement Instrument Identifier (PIID) - the 13-digit contract order number,
- 2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc.), and
- 3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

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

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2in.x3in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3in.x5in.	100	Intermediate Shipping Container	NAVSUP 1397

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

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

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 SPECIAL CLEAN 02-N2	Green	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping

WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

D0/D6/D8*	DSS-SOC SPECIAL CLEAN O2-N2	Green	Unit, intermediate and shipping
VU	FBW SFCC VU	BLUE	Unit, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

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

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

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

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

c. Use of nonstandard commercial pallets is prohibited.

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

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

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

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

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

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

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

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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

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

Norfolk, VA-757-445-9099 ext.124	Yokosuka, Japan-011-81-46-816-6304
Cherry point, NC-252-466-2331	Lemoore, CA-559-998-0220
Jacksonville, FL-904-542-1014	Okinawa, JAPAN-011-81-46-816-6304
San Diego, CA-619-545-8360	Iwakuni, JAPAN-011-81-46-816-6304
Puget Sound, WA-360-476-9777	Bahrain-011-318-439-9553

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

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

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

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

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

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

b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FY4494, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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

12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES

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

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

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

(12-2025)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

CLIN: 0001
NIIN: 016592149
ITEM NAME: SWITCH, PROXIMITY

ACTIVITY USE ONLY: TDP VERSION NO.: 008

4. QUALITY ASSURANCE

4.1 **Responsibility for Inspection** - Unless otherwise specified in the contract/purchase order, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract/purchase order, the Contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

4.2 **Responsibility for Compliance** - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.3 **Records** - Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of contract/purchase order and for a period of 365 calendar days after final delivery of supplies.

4.4 **Inspection System** - The Supplier's Quality Inspection System shall be in accordance with MIL-I-45208 or ISO 9001 and NCSL Z540.3 or ISO 10012. The supplier shall develop and submit their written Quality Inspection and Test Plan as indicated on the Contract Data Requirements List (DD Form 1423). Government approval of the supplier's written Quality Inspection and Test Plan is required by the contract.

CDRL: QUALITY INSPECTION & TEST PLAN per MIL-I-45208, NCSL Z540.3 and DI-QCIC-81110

>

4.5 **Finished Edges** - Finished shall be in accordance with the applicable drawing requirements.>

4.6 **Material Control** - The supplier shall have an effective material control system that provides for the control of materials by heat, lot or batch as ordered for first article and production lot units. >

4.7 **First Article Testing/Inspection** - (Supplier Testing/Inspection). The supplier shall perform first article

testing/inspection on <Proximity Sensor Seated Switch Unit> in accordance with the applicable drawings, specifications, Attachment-A (Electrical Test Procedure), NAVSEA manuals S9320-AM-PRO-030/MLDG and S9320-AM-PRO-020/MLDG, and their approved first article procedure.>

4.7.1 <The first article inspection shall be made by the cognizant DCMA-QAR at the supplier's and/or subcontractor facility. The supplier shall notify NSWCPD, Code 242MO two weeks in advance prior to the scheduled first article testing/inspection, so an NSWCPD representative has the option of being present during the first article testing/inspection.>

4.8 <First Article Approval for Testing/Inspection Procedure and Acceptance - (Supplier Testing/Inspection). The supplier shall prepare and submit their First Article Testing/ Inspection Procedure for <Proximity Sensor Seated Switch Unit> in accordance with the requirements of DI-NDTI-80603, the applicable drawings, specifications, Attachment-A (Electrical Test Procedure), NAVSEA S9320-AM-PRO-030/MLDG and S9320-AM-PRO-020/MLDG, and as indicated on the Contract Data Requirements List (DD Form 1423). Government approval of the of procedure is required prior to commencement of first article unit.

CDRL: FIRST ARTICLE TESTING/INSPECTION PROCEDURE per DI-NDTI-80603A>

4.9 <First Article Testing/Inspection- The supplier shall perform 100% examination, inspection and testing on the completed first article <Proximity Sensor Seated Switch> unit (bulk cable/ component parts/unit) in accordance with the applicable drawings, Attachment-A (Electrical Test Procedure), NAVSEA S9320-AM-PRO-020/MLDG and S9320-AM-PRO-030/MLDG, and their approved first article procedure. The supplier shall record the actual measurements and results of each examination, inspection and test in Attachment-A (Electrical Test Procedure), NAVSEA S9320-AM-PRO-020/MLDG and S9320-AM PRO-030/ MLDG, and each dimension identified on the applicable drawing. >

4.9.1 <The supplier shall visually inspect and perform electrical continuity and dc insulation resistance testing 100% on the <Bulk Cable Type DSS-2> in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG including Appendix IID (Data Sheets DS1, DS2 and DS3) requirements.>

4.9.2 <The supplier shall visually and physically inspect 100% the switch and connector (Item Nos. 4 and 5 of drawing 8590860) in accordance with NAVSEA S9320-AM-PRO-020/ MLDG requirements.>

4.9.3 <The supplier shall verify and inspect 100% the switch proximity (Item No.4 of drawing 8590860) surface has been prepared and plasma coated in accordance with NAVSEA S9320-AM-PRO-030/MLDG requirements.>

4.9.4 <The supplier shall visually and physically inspect 100% the completed unit of each dimension and keyway location/position identified on Drawing 8590860 including the identification and markings required by Note 8 of the drawing.>

4.9.5 <The supplier shall visually inspect 100% the molded switch proximity and plug connector on the completed unit in accordance with NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.9.6 <The supplier shall perform 100% electrical continuity test on the completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG including Appendix IID (Data Sheets DS1, DS2 and DS3) requirements.>

4.9.7 <The supplier shall perform 100% insulation resistance test on the completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.9.8 <The supplier shall perform 100% nondestructive bonding test on molded switch proximity and plug connector on the completed unit in accordance with NAVSEA S9320-AM-PRO-020/ MLDG requirements.>

4.9.9 <The supplier shall perform 100% hydrostatic pressure test on the completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.10 <First Article Testing/Inspection Reports and Acceptance - (Supplier Testing/ Inspection). The supplier shall submit for completed first article unit <Proximity Sensor Seated Switch> testing/inspection reports in compliance with the requirements of DI-NDTI-80603, the applicable drawings, specifications, Attachment-A (Electrical Test Procedure), NAVSEA manuals S9320-AM-PRO-020/MLDG and S9320-AM-PRO-030/MLDG. The report shall also include a copy of <Certificate of Conformance for Plasma Coating, Polyurethane Molding Compound, Back Fill and Primer; Certificate of Compliance for Switch Proximity, connector, Nut, O-Ring and Polychloroprene Material (per MIL-DTL-915); Bulk Cable Inspection/Test Report (Type DSS-2 per MIL-DTL-915/8)> identified in the Objective Quality Evidence Records Section of this document, and as indicated Contract Data Requirements List (DD Form 1423). Government approval of the first article testing/inspection report is required prior to commencement of production units.

CDRL: FIRST ARTICLE TESTING/INSPECTION REPORT per DI-NDTI-80809B>

4.11 <Production Lot. >

4.12 <Bulk Cable - The supplier shall perform 100% examination, inspection and testing on the production lot (Bulk Cable, Type DSS-2) in accordance with the applicable requirements listed in specification MIL-DTL-915/8 (Quality conformance Inspection) Basic Electrical, Groups A, B and C. The supplier shall record the actual measurements and results of each examination, inspection and test specified in the applicable specification.>

4.13 <Proximity Sensor Seated Switch Unit The supplier shall perform 100% examination/inspection and testing on each completed production lot unit (bulk cable/component parts/ unit) in accordance with the applicable drawings, Attachment-A (Electrical Test Procedure), NAVSEA S9320-AM-PRO-020/MLDG and S9320-AM-PRO-030/MLDG. The supplier shall record the actual measurements and results of each examination, inspection and test in Attachment-A (Electrical Test Procedure), NAVSEA S9320-AM-PRO-020/MLDG and S9320-AM-PRO-030/MLDG, and each dimension identified on the applicable drawings.>

4.13.1 <The supplier shall visually inspect and perform electrical continuity and dc insulation resistance testing 100% on the <Bulk Cable, Type DSS-2> in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.2 <The supplier shall visually and physically inspect 100% each switch proximity and connector (Item Nos. 4 and 5 of drawing 8590860) in accordance with NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.3 <The supplier shall verify and inspect 100% each switch proximity (Item No. 4 of drawing 8590860) surface has been prepared and plasma coated in accordance with NAVSEA S9320-AM-PRO-030/MLDG requirements.>

4.13.4 <The supplier shall visually and physically inspect 100% each completed unit of each dimension and keyway location/position identified on Drawing 8590860 including the identification and markings required by Note 8 of the drawing.>

4.13.5 <The supplier shall visually inspect 100% the molded switch and plug connector on each completed unit in accordance with NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.6 <The supplier shall perform 100% electrical continuity test on each completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.7 <The supplier shall perform 100% insulation resistance test on each completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.8 <The supplier shall perform 100% nondestructive bonding test on molded switch proximity and plug connector on each completed unit in accordance with NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.9 <The supplier shall perform 100% hydrostatic pressure test on each completed unit in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG requirements.>

4.13.10 <The supplier shall conduct pre-shipment inspection and verification of connector O-Ring's (Item No. 8) is individually packed and shipped with unit in accordance with Note 2 of Drawing 8590860 and NAVSEA S9320-AM-PRO-020/MLDG.>

4.13.11 <Production Lot Testing/Inspection Report and Acceptance - (Supplier Testing/ Inspection). The supplier shall submit for the completed production units <Proximity Sensor Seated Switch> testing/ inspection reports in compliance with the applicable Data Item Descriptions (DIDs), drawings and specifications, Attachment-A (Electrical Test Procedure), NAVSEA manuals S9320-AM-PRO-020/MLDG and S9320-AM-PRO-030/MLDG. The Production Lot Testing/ Inspection report shall consist of <Bulk Cable Inspection/Test Report (Type DSS-2 per MIL-DTL-915/8); Certificate of Conformance for Plasma Coating, Polyurethane Molding Compound, Back Fill and Primer; Certificate of Compliance for Switch Proximity, Connector, Nut, O-Ring and Polychloroprene Material (per MIL-DTL-915); Bulk Cable Inspection/Test Report (Type DSS-2) per Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG; Proximity Sensor Seated Switch Unit Inspection/Test Report per Attachment-A (Electrical Test Procedure) and NAVSEA S9320-AM-PRO-020/MLDG and Mercury Exclusion Certification> identified in the Objective Quality Evidence Records Section of this document, and as indicated on the Production Lot Test/Inspection (PLT) Contract Data Requirements List (DD Form 1423). Government approval of the production lot testing/inspection report is required prior to shipment of production lot units.

CDRL: PRODUCTION LOT TESTING/INSPECTION REPORT per DI-NDTI-80809B>

4.14 <Production Lot Inspection/Acceptance - (Supplier Testing/Inspection). The supplier shall submit for the production lot units, the inspection and test reports identified in the Objective Quality Evidence Records Section of this document and as indicated on the Production Lot Testing/ Inspection (PLT) Contract Data Requirements List (DD Form 1423). Government approval is required prior to shipment of production units.>

4.15 <Final Inspection and Acceptance - Final inspection and acceptance of production lots shall be made by the cognizant DCMA-QAR in conjunction with the Specific Government Inspection Instructions (SGIIs) furnished by NSWCPD. In addition to the normal DCMA surveillance, the production unit(s) shall be under the surveillance of NSWCPD Quality Assurance Specialist as required.>

4.16 <Objective Quality Evidence Records - The supplier shall maintain Objective Quality Evidence Data (OQEDs) of raw material and finished parts of <AN/BRR-6 Proximity Sensor Seated Unit>. Records shall be traceable by drawing/item, bulk cable master reel, heat, lot or batch, serial and contract number. All OQEDS shall be clearly legible including name and title. The supplier may provide exact (quality) photocopies of objective quality evidence records being delivered under this purchase order instead of originals.>

4.16.1 <The supplier shall furnish a copy of the following QOEDs listed below and as indicated on the Contract Data Requirements List (DD Form 1423) for acceptance. The reports shall be correlated to the drawing/item, heat, lot or batch, contract and assembly serial number. Supplier format is acceptable for the below listed CDRLs.

a. The supplier shall submit production Bulk Cable (Type DSS-2, Dwg. 8590860, Item #3) Examination, Inspection and Test Reports in accordance with specification MIL-DTL-915/8 (Quality Conformance Inspection) Basic Electrical, Groups A, B and C. The reports shall show all the characteristics, the actual measurement and results of each examination, inspection and testing units tested including contract number, name of supplier, specification number/date, bulk cable master reel, manufacturer part, test start and stop times, gauge serial number, gauge calibrated date/due date of finished bulk cable, item nomenclature and inspector's acceptance signature and date.
CDRL: BULK CABLE (TYPE DSS-2/MIL-DTL-915/8) INSPECTION/TEST REPORT per DI-NDTI-80809B

b. Certificate of Conformance for:

(1) Plasma Coat (certifying drawing 8590860, Item No. 4 has been plasma coated per drawing and NAVSEA S9320-AM-PRO-030/MLDG requirements).

(2) Polyurethane Molding Compound Material Type II, Color Amber (certifying material, type and color has not exceeded the shelf life recommended by the manufacturer as required by MIL-M-24041).

(3) Back Fill Material and Primer per NAVSEA S9320-AM-PRO-020/MLDG (certifying material and type has not exceeded the shelf life recommended by the manufacturer).

CDRL: CERTIFICATE OF CONFORMANCE per DI-MISC-82386

c. Certificate of Compliance for:

(1) Switch Proximity (certifying Item No. 4 to drawing 8590860 and the applicable manufacture part number requirements).

(2) Connector (certifying Item No. 5 to drawing 8590860 and the manufacture part number XSJ-2-CCR requirements).

(3) Nut (certifying Item No. 7 to drawing 8590860 and the applicable manufacture part number requirements).

(4) O-Ring (certifying Item No. 8 to drawing 8590860 and the manufacture part number 5-058-N674-70 requirements).

(5) Polychloroprene Material (certifying material to drawing 8590854 and MIL-DTL-915 requirements).

CDRL: CERTIFICATE OF COMPLIANCE per DI-MISC-82386

d. The supplier shall submit production Bulk Cable (Type DSS-2/Dwg. 8590860, Item #3) Examination, Inspection and Test Reports (consisting of Visual Inspection, Electrical Continuity Test and DC Insulation Resistance Test in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA Manual S9320-AM-PRO-020/MLDG, Appendix II D (Data Sheets DS1, DS2 and DS3). The reports shall also include the contract number, name of supplier, drawing/item number, drawing revision letter, specification number/date, bulk cable master reel, item nomenclature and inspector's acceptance signature and date.

CDRL: BULK CABLE (TYPE DSS-2, NAVSEA S9320-AM-PRO-020/MLDG) INSPECTION/TEST REPORT per DI-NDTI-80809B

e. The supplier shall submit production Proximity Sensor Seated Switch Unit Examination, Inspection and Testing Reports (consisting of Visual Inspection of molded connectors, Electrical Continuity Test, Insulation Resistance Test, Nondestructive and Destructive Bonding Test on molded connectors, Hydrostatic Pressure Test and Pre-Shipment Inspection/Verification (Item No. 8 of drawing 8590860) in accordance with Attachment-A (Electrical Test Procedure) and NAVSEA Manual S9320-AM-PRO-020/MLDG, Appendix II D Data Sheets DS4 thru DS8, DS9. The reports shall also include cable assembly dimensional inspection (drawing 8590860), contract number, name of supplier, drawing/item number, drawing revision letter, cable assembly serial, item nomenclature and inspector's acceptance signature and date.

CDRL: PROXIMITY SEATED SWITCH UNIT INSPECTION/TEST REPORT per DI-NDTI-80809B

f. Mercury Exclusion Certification (representing the contract units shipment)

CDRL: MERCURY EXCLUSION CERTIFICATION per DI-MISC-82386

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

This clause is incorporated by reference with the same force and effect as if it were given in full text.

(< >) Alternate I (JUL 1985) applies when a fixed-price incentive contract is contemplated.

(< >) Alternate II (JUL 1985) applies when a fixed-ceiling-price contract with retroactive price redetermination is contemplated.

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

**52.247-48
F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (FEB 1999)**

**WSSTERMFZ02
TRANSPORTATION ASSISTANCE**

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

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

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

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

For this type of contract, additional information can be found in the clause WSSTERMLZ06 entitled "CONSIGNMENT INSTRUCTIONS."
(4-23)

**WSSTERMFZ06
GENERAL INFORMATION-FOB-DESTINATION**

TRANSPORTATION: Offer or quotations are requested with transportation costs prepaid to destination. Unless otherwise specified award will be made on an FOB Destination basis.

INSPECTION/ACCEPTANCE: shall occur at either

A = Destination -or-

B = Contractor's Plant

(If different than address on page one please site location:)

The Contracting Officer must specify (A) or (B) in this space: ()

NOTE: If Inspection & Acceptance is at Destination charges must be included in offered price.

DELIVERY: _____ Days
(Offeror Insert)

INFORMATION TO BE FURNISHED BY OFFEROR:

Company is: () large () small () woman owned enterprise () Mfr
() minority business enterprise () 8(a) enterprise
() Dealer

Quantities _____ through _____

Quantities _____ through _____

To assist the Contracting Officer in analyzing each proposed price in order to determine the fairness and reasonableness of that proposed price, it is requested you provide with your quotation the appropriate information listed:

A. Catalog Price

YES NO

1. Is the item a standard commercial product sold in substantial quantities to the General Public? If yes, request furnish a copy of the price sheet with your quotation.

() ()

2. Is the item, while not the exact catalog item,

WSSTERMFZ06 (CONT)

GENERAL INFORMATION-FOB-DESTINATION

sufficiently similar so as to be compared with the catalog item? If yes, request provide a copy of catalog price and briefly explain the difference. () ()

B. Contractor's Pricing System

(In development of the current price, were the following generally accepted estimating procedures utilized:)

1. Were cost estimates reviewed and approved by responsible company official(s)? () ()
 2. Were specific procedures used in estimating direct/indirect costs? () ()
 3. Were the source data used in development of cost elements current, accurate and complete? () ()
 4. Were recently audited and approved rates and/or forward pricing rates negotiated and approved by the Administrative Contracting Officer utilized? () ()
- (06-02)

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

252.232-7006

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the 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 Webb 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:

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

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

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

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

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
 (iv) For performance based payments, submit a performance based payment request.
 (v) For commercial financing, submit a commercial financing request.

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

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

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	(< COGNIZANT DFAS >)
Issue By DoDAAC	(< N00104 >)
Admin DoDAAC	(< COGNIZANT DCMA >)
Inspect By DoDAAC	(< COGNIZANT DCMA >)
Ship To Code	(< SEE SCHEDULE >)
Ship From Code	(< SOURCE >)
Mark For Code	(< >)
Service Approver (DoDAAC)	(< >)
Service Acceptor (DoDAAC)	(< TBD >)
Accept at Other DoDAAC	(< >)
LPO DoDAAC	(< >)
DCAA Auditor DoDAAC	(< >)
Other DoDAAC(s)	(< >)

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

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

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

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

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

F.

(g) WAWF point of contact.

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

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

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

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

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

AbilityOne will have a Non-Disclosure/Non-Use Agreement in place with the Government in order to comply with DFARS 252-227-7025. The offeror retains the right to engage AbilityOne in a non-disclosure agreement pursuant to DFARS 252.227-7025(b)(5)(iv).

WSSTERMHZ07
GOVERNMENT SOURCE APPROVAL REQUIRED PRIOR TO AWARD

The subject item requires Government source approval prior to contract award, as the item is flight critical and/or the technical data available has not been determined adequate to support acquisition via full and open competition. Only the source(s) previously approved by the Government for this item have been solicited. The time required for approval of a new source is normally such that award cannot be delayed pending approval of a new source.

If you are not an approved source you must submit, together with your proposal, the information detailed in the U.S. NAVUSP Weapons Systems Support Philadelphia Source Approval Information Brochure. This brochure identifies technical data required to be submitted based on: your company's experience in production of the same or similar item; or if this is an item you have never made. Brochures are available at <https://www.neco.navy.mil/sar.aspx> and <https://www.neco.navy.mil/sarr.aspx>.

If your request for source approval is currently being evaluated at NAVSUP WSS, submit with your offer a copy of the cover letter which forwarded your request for source approval.

Offers received which fail to provide all data required by the Source Approval Brochure or document previous submission of all data required by the Source Approval Brochure will not be considered for award under this solicitation. Please note, if evaluation of a source approval request submitted hereunder cannot be processed in time and/or approval requirements preclude the ability to obtain subject items in time to meet Government requirements, award of the subject requirement may continue based on fleet support needs. (06-07)

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

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

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

Mod Assist is the mandatory means of submitting an official request for modification of this contract. Unless otherwise authorized, in writing, by a warranted Contracting Officer, no other means for submitting a request for modification to a contract, or a request for any action that would require a modification to the contract to execute will be accepted by the Government.

Submission of a request for modification of terms and conditions to this contract is not a guarantee that the terms or conditions will be modified.

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

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

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

Click on the link [https://mynavsup-public.nag.navy.mil/public/ops\\$workflow_pro_public.dashboard](https://mynavsup-public.nag.navy.mil/public/ops$workflow_pro_public.dashboard) to open the NAVSUP WSS Workflow Pro (WFP) Mod Assist Vendor page.

To request an account, navigate to the bottom of the page and click "Request Account". Fill in the information to create the user profile, you must select a Point of Contact from the drop-down menu. Select "Privacy Act Agreement"; after reading the statement, click "Agree". When all data has been entered on the form, click the blue "Submit" button. Notification will be sent when the account is established.
 (10-26)

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --

- (1) Commercial products; or
- (2) Items that do not contain ball or roller bearings.

252.225-7021
TRADE AGREEMENTS-BASIC (FEB 2024)

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

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

252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

52.219-28
POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEV 2026-00037)(FEB 2026)

(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.

52.219-28 (CONT)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEV 2026-00037)(FEB 2026)

(c) The Contractor shall rerepresented 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 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 Contract may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

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

- (1) The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
- (2) (Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.) The Contractor represents that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it () is, () is not a joint venture that complies with the requirements of 13 CFR part 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: __.)

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

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

52.219-28 (CONT)**POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEV 2026-00037)(FEB 2026)**

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

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

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

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

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

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

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

252.225-7048**EXPORT CONTROLLED ITEMS (JUNE 2013)****52.204-10****REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEV 2026-00043)(FEB 2026)**

(a) Definitions. As used in this clause:

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

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

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

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

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires

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

the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

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

- (1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-
 - (i) In the Contractor's preceding fiscal year, the Contractor received-
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants); cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- (2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract.
 - (i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) The subcontract number assigned by the Prime Contractor.
 - (vii) Subcontractor's physical address.
 - (viii) Subcontractor's primary performance location.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) The applicable North American Industry Classification System code (NAICS).
- (3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if-
 - (i) In the subcontractor's preceding fiscal year, the subcontractor received-
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (see <http://www.sec.gov/answers/excomp.htm>).

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

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

(f) Exceptions.

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

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the

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

Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

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

52.219-13
NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

252.204-7012
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JUN 2026
)(DEV 2026-00025)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JUN 2026)
)(DEV 2026-00025)

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

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

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

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

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

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

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7989, Rights in Technical Data-Other Than Commercial Products and Commercial Services, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", Revision 2 (available at <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r2.pdf>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

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

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JUN 2026)
)(DEV 2026-00025)

Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

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

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

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

(c) Cyber incident reporting requirement.

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

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

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

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

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

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

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

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

252.204-7012 (CONT)
SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JUN 2026)
)(DEV 2026-00025)

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

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

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

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

(a) Definitions. As used in this clause-

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

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

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

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

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

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

- (1) Within or in connection with a quotation or offer; or
- (2) In the performance of or in connection with a contract.

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

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

252.225-7036 is Incorporated by Reference (IBR)

If an alternate is checked it applies.

- < > ALTERNATE I (FEB 2024)
- < > ALTERNATE II (RESERVED)
- < > ALTERNATE III (RESERVED)
- < > ALTERNATE IV (FEB 2024)
- < > ALTERNATE V (RESERVED)
- < > ALTERNATE VI (FEB 2024)
- < > ALTERNATE VII (FEB 2024)
- < > ALTERNATE VIII (RESERVED)
- < > ALTERNATE IX (RESERVED)
- < > ALTERNATE X (FEB 2024)
- < > ALTERNATE XI (RESERVED)

52.222-20**CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (DEV 2026-00040)(FEB 2026)****252.219-7996****SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-BASIC (DEV 2026-00037)(JUL 2026)**

252.219-7996 (DEVIATION 2026-00037) (JUL 2026) is Incorporated by Reference (IBR).

252.219-7996 (CONT)
SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-BASIC (DEV 2026-00037)(JUL 2026)

If checked, the alternate below applies:

- (< >) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-ALTERNATIVE I DEVIATION 2026-00037) (JUL 2026)
(< >) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-ALTERNATIVE II DEVIATION 2026-00037) (JUL 2026)

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

252.203-7002
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)

52.217-6
OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within <365 DAYS> (insert in the clause the period of time in which the Contracting Officer has to exercise the option). Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

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

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

52.249-14
EXCUSABLE DELAYS (APR 1984)

52.232-25
PROMPT PAYMENT (JAN 2017)

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

52.219-6
NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEV 2026-00037)(FEB 2026)

52.219-6 (DEV 2026-00037)(FEB 2026) is Incorporated by Reference.
The clause with its specified Alternate applies if checked off below:
(< >) Alternate I (Mar 2000)

52.244-6
SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEV 2026-00028)(APR 2026)

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

52.240-91 (Class Deviation 2026-00025) is Incorporated by Reference (IBR).

If alternate if checked it applies.
< > Alternate I (Class Deviation 2026-00025) As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). (Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:)

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

252.225-7013
DUTY-FREE ENTRY (AUG 2025)

252.246-7008
SOURCES OF ELECTRONIC PARTS (JAN 2023)

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

252.223-7008
PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

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

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

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

252.246-7003
NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

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

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

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

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

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

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

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

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

252.240-7007
PROHIBITIONS RELATING TO CHINESE MILITARY COMPANIES (SEP 2026) (DEV 2026-00025)

252.240-7992
PROHIBITION ON THE TRANSFER OF CERTAIN DATA OF DEPARTMENT OF DEFENSE EMPLOYEES
TO THIRD PARTIES (SEP 2026) (DEV 2026-00025)

52.222-54
EMPLOYMENT ELIGIBILITY VERIFICATION (DEV 2026-00040)(FEB 2026)

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

52.213-4
TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (DEVIATION 2026-00029)(FEB 2026)

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

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

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

52.222-90
ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEV 2026-00040, REV 1)(APR 2026)

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

CLIN: 0001
NIIN: 016592149
ITEM NAME: SWITCH, PROXIMITY

ACTIVITY USE ONLY: TDP VERSION NO.: 008

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1
ATTACHMENT-A	ATTACHMENT
DD1423	EXHIBIT A

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

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

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

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

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

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

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

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;
- (ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and
- (iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

- (2) The offeror shall identify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies are qualifying country (except Australian) end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

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

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (Yes/No)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Line Item Number:

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

(List as necessary)

(End of provision)

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

252.225-7020
TRADE AGREEMENTS CERTIFICATE (NOV 2014)

(a) Definitions.

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

(b) Evaluation. The Government -

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

(c) Certification and identification of country of origin.

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

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

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

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

(b) Evaluation. The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payment Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American and Balance of Payments Program -- Basic clause of this solicitation, the offeror certifies that --
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select 'no'.

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

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

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

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

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (Yes/No)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Line Item Number

 (List as necessary)

(< >) ALTERNATE I (Reserved)

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

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: _____

(i) Paragraph (g) applies. _____

(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

(< >) (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(< >) (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

(< >) (iii) 252.225-7020, Trade Agreements Certificate.

(< >) Use with Alternate I.

(< >) (iv) 252.225-7031, Secondary Arab Boycott of Israel.

(< >) (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

(< >) Use with Alternate I.

(< >) Use with Alternate II.

(< >) Use with Alternate III.

(< >) Use with Alternate IV.

(< >) Use with Alternate V.

(< >) (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(< >) (vii) 252.232-7015, Performance-Based Payments-Representation.

Payments-Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below (Offeror to insert changes, identifying change by provision number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision No.	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means -

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys.

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

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

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

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

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

252.223-7001
HAZARD WARNING LABELS (DEC 1991)

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "NONE".)

ACT

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

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

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

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

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

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

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

52.209-7
INFORMATION REGARDING RESPONSIBILITY MATTERS (DEV 2026-00042)(FEB 2026)

(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 offer () 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 Systems (FAPIS) 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 FAPIS 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).

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

a) Definitions. As used in this provision -

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012. Safeguarding Covered

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

defense Information and Cyber Incident Reporting.

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

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

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

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

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

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

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

52.225-18**PLACE OF MANUFACTURE (AUG 2018)**

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

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

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

(a) The Government will not enter into a contract with any corporation that -

(1) Has any unpaid Federal tax liability that has been assessed, for which all 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,

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

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.

WSSTERMKZ03
PRICING INFORMATION FOR SIMPLIFIED ACQUISITION

(a) To assist in determining whether the prices quoted under subject solicitation are "fair and reasonable," request the contractor provide: a copy of current catalog or established price list; a statement that the items are commercial; and/or pricing information on the most recent sale for the item or a similar item.

(b) Offerors are further requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract for any of the items being procured hereunder. (06-05)

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

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

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

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

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

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

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

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

52.211-14
NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PERPARDENESS, AND ENR
GY PROGAM USE (APRIL 2008)

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

252.215-7013
SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (DEV 2026-0
0048)(JUL 2026)

252.240-7995
PROHIBITION ON CONTRACT AWARDS WITH ENTITIES THAT CONTRACT WITH LOBBYISTS FOR C
HINESE MILITARY COMPANIES- REPRESENTATION (SEP 2026) (DEV 2026-00025)

**252.240-7996
PROHIBITION ON CONTRACT AWARDS TO CHINESE MILITARY COMPANIES-REPRESENTATION (SEP 2026) (DEV 2026-00025)**

**WSSTERMLZ06
CONSIGNMENT INSTRUCTIONS**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://home.daas.dla.mil/daashome/daasing.asp>.

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:
TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used.
If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

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

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at <https://www.sprs.csd.disa.mil/reference.htm>. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

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

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

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

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

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

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

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

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

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

(04-22)

CONSIGNMENT INSTRUCTIONS

NOTE: The activity codes listed below are used to identify the Activities which are to receive material. The activity code and the quantities to be shipped to each activity under this contract appear in the Schedule. DO NOT SHIP TO A WATER PORT OR AIR TERMINAL WITHOUT COMPLYING WITH THE CLEARANCE/MILSTAMP REQUIREMENTS OF CLAUSE FAR 52.247-52.

W25G1U Receiving Officer,
W1A8 DLA DISTRIBUTION, DDSP NEW CUMBERLAND FACILITY, 2083 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND, PA 17070-5002

W62G2T Receiving Officer,
W1A8 DLA DIST SAN JOAQUIN, 25600 S CHRISMAN RD REC WHSE 57, TRACY, CA 95304-5000

CLIN: 0001
 NIIN: 016592149
 ITEM NAME: SWITCH, PROXIMITY

ACTIVITY USE ONLY: TDP VERSION NO.: 008

6. NOTES

6.1 Ordering Information for Document References - The Department of Defense Single Stock Point (DODSSP), Website <http://www.dsp.dla.mil/>, provides product information for the Department Of Defense Index Of Specifications and Standards (DODISS) (i.e. Military/Federal Specifications and Standards), Data Item Descriptions (DIDs), and other DODSSP Products.

A. Availability of Cancelled Documents - The DODSSP offers cancelled documents that are required by private industry in fulfillment of contractual obligations in paper format. Documents can be requested by phoning the Subscription Services Desk.

B. Commercial Specifications, Standards, and Descriptions - These specifications, standards and descriptions are not available from Government sources. They may be obtained from the publishers of the applicable societies.

C. Ordnance Standards (OS), Weapons Specifications (WS), and NAVORD OSTD 600 Pages - These type publications may be obtained by submitting a request to:

Commander, Indian Head Division, Naval Surface Warfare Center
 Code 8410P, 101 Strauss Avenue
 Indian Head, MD 20640-5035

D. On post-award actions, requests for "Official Use Only" and "NOFORN" (Not Releasable To Foreign Nationals) documents must identify the Government Contract Number, and must be submitted via the cognizant Defense Contract Management Command (DCMC) for certification of need for the document. On pre-award actions such requests must be submitted to the PCO for certification of need for the document.

E. NOFORN Military Specifications and Standards (including Amendments, Change Notices and Supplements, but NOT interim Changes) to be ordered from:

Contracting Officer
 NAVICP-MECH
 Code 87321
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

F. Nuclear Reactor Publications Assigned NAVSEA Documents and Identification Numbers (i.e. NAVSEA Welding Standard, NAVSEA 250-1500-1) are to be ordered from:

Commanding Officer
 NAVICP-MECH
 Code 009
 5450 Carlisle Pike
 P.O. Box 2020
 Mechanicsburg, Pa. 17055-0788

G. Technical Manuals Assigned NAVSEA Identification Numbers (i.e. NAVSEA Welding And Brazing Procedure, NAVSEA S9074-AQ-GIB-010/248) are to be ordered from:

Naval Inventory Control Point
 Code 1 Support Branch
 700 Robbins Avenue
 Philadelphia, Pa. 19111-5094

H. Interim Changes and Classified Specifications shall be obtained by submitting a request on DD Form 1425 to NAVICP-MECH.

6.2 <External document titled, "Attachment-A (Electrical Test Procedure)" available upon request from NAVSUP N7 Contracting Officer. The document has been added to the checklist in Workflow Pro.>

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)										Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.														
A. CONTRACT LINE ITEM NO. 0001AC			B. EXHIBIT A			C. CATEGORY: TDP <u>X</u> TM _____ OTHER _____								
D. SYSTEM/ITEM SWITCH, PROXIMITY					E. CONTRACT/PR NO. N0010426X4722					F. CONTRACTOR				
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM INSPECTION AND TEST PLAN						3. SUBTITLE QUALITY CONTROL						
4. AUTHORITY (Data Acquisition Document No.) DI-OCIC-81110					5. CONTRACT REFERENCE SEE SEC E					6. REQUIRING OFFICE NAVSUP-WSSMECH				
7. DD 250 REQ SD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION						
8. APP CODE A		E		11. AS OF DATE NA		13. DATE OF SUBSEQUENT SUBMISSION NA		a. ADDRESSEE		b. COPIES				
										Draft		Final		
										Reg		Repro		
16. REMARKS <<APPROVAL OF THE QUALITY INSPECTION PLAN BY NSWC PHILADELPHIA DIVISION IS REQUIRED PRIOR TO FIRST ARTICLE.>> <<NSWCPD IS THE ACCEPTANCE ACTIVITY FOR CDRL DATA ITEM A001. NSWCPD WAWF/IRAPT ACCEPTOR DODACC IS "N64498".>>														
										DCMA-QAR		00	01	00
										NAVSUP N7		00	01	00
										NSWCPD 242MO		00	01	00
										15. TOTAL		00	03	00

1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TEST PROCEDURE						3. SUBTITLE FIRST ARTICLE TEST/INSPECTIONS						
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603A					5. CONTRACT REFERENCE SEE SEC E					6. REQUIRING OFFICE NAVSUP-WSSMECH				
7. DD 250 REQ SD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION						
8. APP CODE A		E		11. AS OF DATE NA		13. DATE OF SUBSEQUENT SUBMISSION NA		a. ADDRESSEE		b. COPIES				
										Draft		Final		
										Reg		Repro		
16. REMARKS <<APPROVAL OF THE PROCEDURE BY NSWC PHILADELPHIA DIVISION IS REQUIRED PRIOR TO COMMENCEMENT OF FIRST ARTICLE UNIT.>> <<NSWCPD IS THE ACCEPTANCE ACTIVITY FOR CDRL DATA ITEM A002. NSWCPD WAWF/IRAPT ACCEPTOR DODACC IS "N64498".>>														
										DCMA-QAR		00	01	00
										NAVSUP N7		00	01	00
										NSWCPD 242MO		00	01	00
										15. TOTAL		00	03	00

G. PREPARED BY NAVSUP WSS N9761.17		H. DATE 2024 JUL 02		I. APPROVED BY ANDREW J DAMAN		J. DATE 2024 JUL 15	
---------------------------------------	--	------------------------	--	----------------------------------	--	------------------------	--

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

Item D. Enter name of system/item being acquired that data will support

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See Dod FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

b. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirements to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						Form Approved OMB No. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.												
A. CONTRACT LINE ITEM NO. 0001AC		B. EXHIBIT A		C. CATEGORY: TDP ☒ TM _____ OTHER _____								
D. SYSTEM/ITEM SWITCH, PROXIMITY			E. CONTRACT/PR NO. N0010426X4722		F. CONTRACTOR							
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TEST REPORT				3. SUBTITLE FIRST ARTICLE TEST/INSPECTION							
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SEE SEC E			6. REQUIRING OFFICE NAVSUP-WSSMECH						
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION							
8. APP CODE A	A	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION NA		a. ADDRESSEE		b. COPIES					
16. REMARKS <<APPROVAL OF THE REPORT BY NSWC PHILADELPHIA DIVISION IS REQUIRED PRIOR TO COMMENCEMENT OF PRODUCTION LOT UNITS.>> <<NSWCPD IS THE ACCEPTANCE ACTIVITY FOR CDRL DATA ITEM A003. NSWCPD WAWF/IRAPT ACCEPTOR DODACC IS "N64498".>>					Draft		Final					
					Reg		Repro					
					DCMA-QAR		00		01		00	
					NAVSUP N7		00		01		00	
					NSWCPD 242MO		00		01		00	
15. TOTAL					00		03		00			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM TEST REPORT				3. SUBTITLE PLT SEE BLK 16							
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SEE SEC E			6. REQUIRING OFFICE NAVSUP-WSSMECH						
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION							
8. APP CODE A	A	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION NA		a. ADDRESSEE		b. COPIES					
16. REMARKS <<SUPPLIER FORMAT IS ACCEPTABLE.> > <<PLT RPT SHALL CONSIST OF OQED RECORDS IN CONTRACT SECT E: BULK CABLE INSPECTION/TEST REPORT (MIL-DTL-915/8, DWG. 8590860/ITEM #3); CERTIFICATE OF CONFORMANCE MATERIAL, CERTIFICATE OF COMPLIANCE (DWG. 8590860/ITEM #4, 5, 7 & 8) AND POLYCHLOROPRENE MATERIAL; BULK CABLE INSPECTION/TEST REPORT (TYPE DSS-2) NAVSEA S9320-AM-PRO-020/ MLDG); PROXIMITY SENSOR SEATED SWITCH UNIT INSPECTION/TEST REPORT AND MERCURY EXCLUSION CERTIFICATION.>> <<APPROVAL OF THE REPORT BY NSWC PHILADELPHIA DIVISION ISREQUIRED PRIOR TO SHIPMENT OF PRODUCTION LOT UNITS.> > <<NSWCPD IS THE ACCEPTANCE ACTIVITY FOR CDRL DATA ITEM A004. NSWCPD WAWF/IRAPT ACCEPTOR DODACC IS "N64498".>>					Draft		Final					
					Reg		Repro					
					DCMA-QAR		00		01		00	
					NAVSUP N7		00		01		00	
					NSWCPD 242MO		00		01		00	
					15. TOTAL					00		03
G. PREPARED BY NAVSUP WSS N9761.17		H. DATE 2024 JUL 02		I. APPROVED BY ANDREW J DAMAN			J. DATE 2024 JUL 15					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory

Item B. Self-explanatory

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

Item D. Enter name of system/item being acquired that data will support

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See Dod FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

b. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirements to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.