

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			This RFQ ☐ is ☒ is not a small business-small purchase set aside			PAGE 1 OF 60		
1. REQUEST NO. N00104-25-Q-FA01		2. DATE ISSUED 2024 OCT 03		3. REQUISITION/PURCHASE REQUEST NO. 23252-0013 (L1 97DR)		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) 365 DAYS		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) A. L. BAILEY (717)605-3354 N743.4						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) 2024 OCT 18			11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____ c. ☐ SMALL ☐ OTHER THAN SMALL ☐ DISADVANTAGED ☐ WOMEN-OWNED					

12. SCHEDULE

	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CLAENDAR DAYS
13. DISCOUNT FOR PROMPT PAYMENT ▶	%	%	%	%

14. NAME AND ADDRESS OF QUOTER <i>(Street, city, country, State and ZIP Code)</i>	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER <i>(Type or Print)</i>	18. TELEPHONE NO. <i>(Include area code)</i>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

N00104-25-Q-FA01

PAGE

OF

2

60

PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1HM 3439-01-392-3798 L1 ROD,WELDING SHELF LIFE 0-00 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 010 004 10 1 00 00 00 0 10 A EC 0 00 EQQ 1.1 0.000 0 PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
0001AA	N00104-23-X-C055 TP: 3	SHIP TO N50286	500 LB		
0001AB	SEE DD FORM 1423 EXHIBIT "A"		1 LO	NSP	
	SOLICITATION NOTES: 1. Data Item A001 (inspection and Test Plan) may be waived if already on file at NAVSUP WSS Mech. 2. NAVSUP WSS Mech will be considering past performance in the evaluation of offers. See Clause 252.213-7000. 3. The following proposed delivery schedule applies: Submission of all certification data CDRLS 20 days prior to delivery. PNSY review/acceptance of certification CDRLS after receipt Final delivery of material (365 days) Please quote actual delivery days Early and incremental delivery is acceptable at no additional cost to the Government. 4. A variation in quantity of -5% of the total contract quantity is allowed. See FAR 52.211-16 for further details. 5. FAR 52.232-25(a) (5), entitled Prompt Payment, Constructive Acceptance is changed from 7 days to 45 days after delivery of the supplies in accordance with the terms and conditions of the contract. 6. This requirement has no Government source inspection. Inspection and Acceptance will occur at destination/destination. INSPECTION AT DESTINATION ACCEPTANCE AT DESTINATION				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED N00104-25-Q-FA01		PAGE 3	OF 60	PAGES
NAME OF OFFEROR OR CONTRACTOR						
NAVSUP ITEM NO.	WEAPONS SYSTEMS SUPPORT SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	POC EMAIL: AMANDA.L.BAILEY50.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: (<N743.4>) Weapon System LRC: (<WVL>)
Telephone: (<717-605-1501>)
E-Mail: (<amanda.l.bailey50.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: 013923798
ITEM NAME: ROD,WELDING**

ACTIVITY USE ONLY: TDP VERSION NO.: 002

1. SCOPE

1.1 The material covered in this contract/purchase order will be used in a crucial shipboard system. The use of incorrect or defective material would create a high probability of failure resulting in serious personnel injury, loss of life, loss of vital shipboard systems, or loss of the ship itself. Therefore, the material has been designated as SPECIAL EMPHASIS material (Level I, Scope of Certification, or Quality Assured) and special control procedures are invoked to ensure receipt of correct material.

2. APPLICABLE DOCUMENTS

2.1 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 must take precedence. Nothing in this contract/purchase order, however, must supersede applicable laws and regulations unless a specific exemption has been obtained.

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

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

2.2.2 Specification Revisions - The specification revisions listed under "Documents References" below are the preferred revision. Older and/or newer revisions are acceptable when listed within Contract Support Library Reference Number CSD155 in ECDS (Electric Contractor Data Submission) at: <https://register.nslc.navy.mil/>. This is to allow Contractors to use certain acceptable older specification revisions to purge their existing stock of material certified to those older revisions or to use newer specification revisions when material is certified to newly released revisions, without requiring the submittal of waiver/deviation requests for each specification revision on every contract. Revisions of specifications reflecting editorial and/or re-approval (e.g. E2009, R2014, etc.) are considered inconsequential, but are acceptable when their revisions are listed within CSD155 or elsewhere within this contract.

2.3

DOCUMENT REFERENCES

SPEC NO.	SLASH NO.	PART NO	REV	DATE	DISTR CD	AMEND	CHG NTC	SUPP
AWS A5.01				01 JAN 93	A			
AWS A5.28				30 JUN 20	A			
ISO 9001				15 NOV 08	A			
ISO 10012				15 APR 03	A			
ISO/IEC 17025				15 MAY 05	A			
MIL-I-45208			A	24 JUL 81	A	1		
MIL-STD-45662			A	01 AUG 88	A			
ANSI/NCSL Z540.3				26 MAR 13	A			
T9074-AS-GIB-010/271			1	11 SEP 14	A			

3. REQUIREMENTS

3.1 Manufacture and Design - The item furnished under this contract/purchase order must meet the requirements as specified in AWS-A5.28, except as amplified or modified herein. AWS-A5.28 ordering data information is provided below:

A. American Welding Society Specification AWS-A5.28; Low Alloy Steel filler metals for gas shielded arc welding.

AWS Classification - <ER90S-B3>

Size, Diameter - <3/32>

Spool Size, Weight - <N/A>

Cut Length - <36 inches>

B. American Welding Society Specification AWS-A5.01; Filler Metal Procurement Guidelines.

Lot Classification - Class S2

Intensity of Testing - Schedule J

3.2 Testing Certification - Certifications are required for the following tests on the items listed below. Additional testing (if any) per applicable specifications is still required, but certifications are only required as listed below.

Test - <Quality Conformance/Compliance Inspection (Includes Chemicals and Mechanicals)>

Item - <Rod, Welding>

Performance - <AWS A5.01 and AWS A5.28>

Acceptance - <AWS A5.01 and AWS A5.28>

3.3 Container Size - Welding Electrodes must be supplied in <10> pound containers.

3.4 Welding Electrode Strip Heaters - Electrical resistance rod-type or pad-type heaters (i.e. strip heaters) that are controlled automatically by thermocouples or manually by an on-off switch must be used to maintain preheat/interpass temperatures within the required range before and during welding of the usability (i.e. soundness) test plate and the mechanical property (when required) test plate. The test plate must be insulated or separated from the work bench. OXY-FUEL heating of any test plate is not permitted.

3.4.1 Holding fixture - During welding, the mechanical property test plate must be held in place by a fixture built in accordance with "HOLDING FIXTURE FOR MECHANICAL PROPERTY TEST PLATES", (CSD005 in the ECDS (Electronic Contractor Data Submission) system at: <https://register.nslc.navy.mil/>) The strip heaters required above must be placed against the back side of the test plate, between the test plate and the base plate of the test fixture. The length and width of the test plate must be dimensioned so as to be

adequately held in place by the fixture.

3.5 Radiography - Radiography is required for test weldments and must be performed in accordance with T9074-AS-GIB-010/271 as modified by AWS-A5.28. Acceptance criteria must be AWS-A5.28.

3.6 Configuration Control - The Contractor must maintain the total equipment baseline configuration. For items of proprietary design, Contractor drawings showing the latest assembly configuration must be provided to the Government in electronic (C4) format. Definitions are provided elsewhere in the Contract/Purchase Order.

3.6.1 Waivers/Deviations - All waivers and deviations, regardless of significance or classification require review and approval by the Contracting Officer. Waivers and Deviations must be designated as Critical, Major, or Minor. Requests must include the information listed below.

- a. A complete description of the contract requirement affected and the nature of the waiver/deviation (non-conformance), including a classification of Critical, Major, or Minor.
- b. Number of units (and serial/lot numbers) to be delivered in this configuration.
- c. Any impacts to logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by Government personnel or impacts to the operational use of the product.
- d. Information about remedial action being taken to prevent reoccurrence of the non-conformance.

3.6.2 Requests for Waivers/Deviations for NAVSUP-WSS Contracts must be submitted using the ECDS (Electronic Contractor Data Submission) system at <https://register.nslc.navy.mil/>

3.6.3 ECPs - The Government will maintain configuration control and change authority for all modifications or changes affecting form, fit, function, or interface parameters of the Equipment and its sub-assemblies. The Contractor must submit an Engineering Change Proposal (ECP) for any Class I or II changes that impact the Equipment covered by this contract. ECPs must be prepared in Contractor format, and must include the following information:

- a. The change priority, change classification (Class I or Class II), and change justification.
- b. A complete description of the change to be made and the need for that change.
- c. A complete listing of other Configuration Items impacted by the proposed change and a description of the impact on those CIs.
- d. Proposed changes to documents controlled by the Government.
- e. Proposed serial/lot number effectivities of units to be produced in, or retrofitted to, the proposed configuration.
- f. Recommendations about the way a retrofit should be accomplished.
- g. Impacts to any logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by Government personnel in support of the product.
- h. Impacts to the operational use of the product.
- i. Complete estimated life-cycle cost impact of the proposed change.
- j. Milestones relating to the processing and implementation of the engineering change.

3.7 Mercury Free - Mercury and mercury containing compounds must not be intentionally added or come in direct contact with hardware or supplies furnished under this contract. Mercury contamination of the material will be cause for rejection.

3.8 Certificate of Compliance - (SPECIAL EMPHASIS MATERIAL) The Contractor must prepare and submit a certificate of compliance certifying that the items/components furnished under this contract comply with the requirements of the procurement document, including any/all invoked specifications and drawings.

*** QUALITY ASSURANCE REQUIREMENTS ***

3.9 See CDRL DI-MISC-80678 (Test Certification) - A statement of tests performed, listing the pieces tested must be furnished along with a copy of the test results. Certification must include the contractor's name, address and date, quantity inspected, identified to the contract/purchase order and item number, and the Contractor's or authorized personnel's signature. Test certifications must reference the standard/specification, including the revision, to which the testing was performed and the acceptance criteria used. Test procedure numbers may also be referenced on test reports. Test reports on weldments must be identified to weld joint and layer.

3.10 Quality System Requirements - The Contractor furnishing items under this contract/purchase order must provide and maintain a quality system in accordance with ISO-9001 as amplified or modified herein, with the calibration system requirements of ISO-10012 or ANSI-Z540.3 with ISO-17025. A Quality System in accordance with MIL-I-45208, with the calibration system requirements of MIL-STD-45662, is acceptable as an alternate.

3.10.1 The Contractor's quality system and products supplied under the system are subject to evaluation, verification inspection, and acceptance/nonacceptance by the Government to determine the system's effectiveness in meeting the quality requirements established in the Contract/Purchase Order.

3.10.2 The Contractor's quality system must be documented and must be available for review by the Contracting Officer prior to initiation of production and throughout the life of the contract. The Prime Contractor must, upon notification, make his facilities available for audit by the contracting Officer or his authorized representative.

3.10.3 See CDRL DI-QCIC-81110 (Inspection System Procedures) - All suppliers of Level I/SUBSAFE (LI/SS) material are required to submit a copy of their current documented quality system procedures to the Procurement Contracting Officer (PCO) prior to award of any contract/purchase order. Suppliers that have a copy of their current quality system procedures on file at the Procuring Activity may request the PCO waive this requirement.

3.10.4 This contract provides for the performance of Government Quality Assurance at destination. The place or places of performance may not be changed without the authorization of the Procurement Contracting Officer.

3.10.5 Any changes made by the Contractor to a qualified quality system will require re-submittal to the PCO.

3.11 Contractor Inspection Requirements - The Contractor must maintain adequate records of all inspections and tests. The records must indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of corrective action taken as appropriate. Inspection records must be traceable to the material inspected.

3.11.1 The supplier's gages, measuring and test equipment must be made available for use by the Government when required to determine conformance with Contract requirements. When conditions warrant, the supplier's personnel must be made available for operations of such devices and for verification of their accuracy and condition.

3.11.2 All documents and reference data applicable to this contract must be available for review by the Government. Copies of documents required for Government inspection purposes must be furnished in accordance with the instructions provided by the Government.

3.12 Subcontractor Inspection Requirements - The Government has the right to inspect at source, any supplies or services that were not manufactured or performed within the contractor's facility. Any purchasing documents to a subcontractor must cite the applicable portions of the contractually invoked quality system (e.g. calibration requirements), plus any product requirements that apply to the supplies being purchased. When the Government elects to perform source inspection at the subcontractor's facility, applicable purchase documents must be annotated with the following statement: "A Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Prime Contractor who will notify the PCO so that appropriate planning for Government inspection can be accomplished.

3.12.1 The prime contractor's program must include procedures to assess the capability of the prospective suppliers to produce the products or supply the services in accordance with the contract, prior to the issuance of any purchase document.

3.12.2 Each sub-tier supplier of material or services for items in Section 3 of this contract must be subjected to a periodic review or audit by the Prime to determine the continued capability of the supplier to control the quality of the products or services specified in the purchase order or contract.

3.12.3 The prime contractor must ensure that the purchased product conforms to specified purchase requirements and this contract. The type and extent of control applied to the supplier and the purchased product must be dependent upon the effect of the purchased product on the end item represented by this contract.

3.12.4 The prime contractor must evaluate the requirements of the contract and select suppliers based on their ability to supply the product in accordance with the prime contractor's requirements and the contract. Criteria for selection and evaluation must be established. Records of this effort must be available for review by the government.

3.12.5 The prime contractor's supplier quality assurance program must provide for a review of purchase documents to assure applicable quality requirements are included or referenced in the documentation for compliance by the supplier.

3.13 Government Furnished Material and/or Equipment (GFM/GFE) - When material or equipment is furnished by the Government, the Contractor must develop documented control procedures that require at least the following:

3.13.1 Visual examination upon receipt to detect damage during transit.

3.13.2 Inspection for completeness and proper type.

3.13.3 Verification of material quality received.

3.13.4 Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage.

3.13.5 Functional testing, either prior to or after installation, or both, as required by the Contract to determine satisfactory operation.

3.13.6 Identification and protection from improper use or disposition.

3.13.7 Reporting to the Government, any GFM or GFE property found damaged, malfunctioning, or otherwise unsuitable for use. In the event of damage or malfunction during or after installation, the supplier must determine and record probable cause and necessity for withholding the material from use.

3.13.8 For GFE material, and as required by the terms of the bailment agreement, the supplier must establish procedures for adequate storage, maintenance, and inspection of bailed Government material. Records of all inspection and maintenance performed on bailed property must be maintained.

3.13.9 Material returned to the contractor must be handled as GFM.

3.14 Traceability and Certification Requirements - To assure that correct materials are installed in Level I/SUBSAFE systems, it is imperative that traceability be maintained from the material to the material certification test report and other required Objective Quality Evidence (OQE). The material certification report must completely and accurately reflect that the material supplied meets the specified requirements. Materials requiring Traceability and Certification Data are identified within Paragraph 3, Section C of this contract/purchase order.

3.14.1 The following provides the minimum requirements for maintaining material traceability and supplements the requirements specified in DI-MISC-81020 and elsewhere in the contract/purchase order. The Contractor must develop written procedures that implement the material control requirements stated herein and elsewhere in this Contract/Purchase Order.

3.15 Material Traceability - The certification data report must be identified through a unique traceability number, heat-lot number, or heat-treat number, as applicable, which must also be marked on the unit containers. This traceability marking must provide direct traceability to the material's chemical composition and mechanical properties certification data. Traceability must be maintained through all process operations including any subcontracted operations, to the finished component.

3.15.1 Permanent markings are not required for consumable material (weld filler material, etc.). Traceability must be by a label attached to each unit container. The unit container identification label must include, in addition to the contract number and the National Stock Number (NSN), all markings required for identity and traceability. Each container in the lot must contain material from the same traceability number or heat/lot, as defined in the applicable specification. Identification marking must be the Type designation in accordance with the applicable detail specification.

3.15.2 For covered welding electrodes, the Type designation or classification number must also be applied to the electrode covering within the space 2 1/2 inches from the grip end of the electrode. The marking must consist of at least one complete type designation or two or more partial type designations that can be read or positively interpreted as the intended designation. The two partial type designations must consist of at least the top portion and the bottom portion of the designation.

3.15.3 Individual cut length bare welding rods must be identified in accordance with the applicable commodity specification. In the absence of specific specification marking requirements, at least one legible type designation/classification number must be applied to each rod, either by stamping or by tagging (i.e. flag tagging).

3.15.4 Spool and Coil weld filler material must be identified in accordance with the applicable commodity specification.

3.16 Material Certification - In addition to the certification data requirements specified in the detailed specification invoked in this contract, the following material certification requirements apply:

3.16.1 See CDRL DI-MISC-81020 (QUALITY CONFORMANCE/REQUIRED TESTS) - Certification is required for each test performed under Quality Conformance listed in the applicable paragraph of the military specification. (or Table 5 of AWS specifications).

3.16.2 In addition to Quantitative Chemical and Mechanical Properties, (as required by the applicable specification), the material certification test reports must include the class, form, condition, grade, type and finish, as applicable, of the material supplied.

3.16.3 Material certification data forwarded by the manufacturer must contain a signed certification that the report results represent the actual attributes of the material furnished and indicate full compliance with all applicable specification and contract requirements. Transcription of certification data is prohibited.

3.16.4 Statements on material certification documents must be positive and unqualified. Disclaimers such as "To the best of our knowledge" or "We believe the information contained herein is true" are not acceptable.

3.16.5 If material is received without the required certification papers or with incorrect/missing data on the certification papers, the material will be rejected.

3.17 Final Inspection - The following inspections must be performed prior to Government inspection and acceptance:

3.17.1 All welding electrodes/inserts must be sample inspected in accordance with the applicable welding electrode/insert specification, except the unit containers must be 100% inspected for traceability marking and that the markings are legible.

3.17.2 All data concerning material verification (chemical and mechanical properties), traceability (material

certifications to material/unit container marking) and nondestructive test (NDT) certifications for material must be 100% inspected. The certification test reports must be 100% inspected for completeness and legibility, and that there is a test report for each heat or lot of material being shipped.

3.18 See CDRL DI-MISC-80678 (Special Emphasis C of C) - The certificate of compliance must show traceability to the marking applied on each individual item, and must contain the following information:

1. Contractor's name, address and date.
2. The contract/purchase order number (for example: NO0104-11-P-FA12)
3. The National Stock Number (NSN). The 18 character National Stock Number for Special Emphasis Material includes the two digit COG, the four digit FSC, the 9 digit NIIN, and the two digit SMIC (for example: 1H 4820 012345678 L1) ("N/A" when Not Applicable).
4. Lubricants, sealants, anti-seize, and/or thread locking compounds ("N/A" when Not Applicable).
5. Certification that O-rings, packing, gaskets, or other elastomeric products were installed in a compressed state within an assembly or sub-assembly, prior to expiration of the shelf life ("N/A" when Not Applicable).
6. Manufacturer's compound number ("N/A" when Not Applicable).
7. When weld procedure submittal is required by the contract, a statement that the approval date of the qualification data precedes any production or repair welding performed on this Contract. ("N/A" when Not Applicable).
8. A statement to the effect that all items furnished on this contract are in full compliance with the specifications and requirements and list each contractually invoked conformance/compliance test performed by name and that it was performed satisfactorily.
9. Contractor's or authorized personnel's signature.

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.navsupsphil.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.

WSSTERMCZ05 (CONT)
CONFIGURATION MANAGEMENT - MARITIME

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 (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.navsupsphil.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: 013923798
 ITEM NAME: ROD,WELDING

ACTIVITY USE ONLY: TDP VERSION NO.: 002

5. PACKAGING

5.1 Preservation, Packaging, Packing and Marking - Preservation, Packaging, Packing and Marking must 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.

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

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

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

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

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

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

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

"Government's unit acquisition cost" means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

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

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable 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

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

on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

and

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

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- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

- (1) End items shall be reported using the receiving report capability in Wide Area Workflow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods-
 - (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number < > , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

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

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

1. PRESERVATION REQUIREMENTS

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

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

b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS - Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951, "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 is authorized for packaging and the item is considered ESD Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2014, "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

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PRESERVATION, PACKAGING, PACKING AND MARKING

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

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

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

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

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

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

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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 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)

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PRESERVATION, PACKAGING, PACKING AND MARKING

C1*	LEVEL 1 SPECIAL CLEAN 02-N2	Green	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping
D0/D6/D8*	DSS-SOC SPECIAL CLEAN 02-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. MH1/9-07S W4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

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

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, destruction or 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 NAVSUPCRF.fct@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

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PRESERVATION, PACKAGING, PACKING AND MARKING

Container NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	
8145 002609556	P069-1	N 001 000 GX 1 00 K3 LT B ED
8145 002609559	P069-3	UCL = B
8145 002609562	P069-4	SPMK = 39
8145 010124088	P069-6	PACK = QFF
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX N 001 000 GX 1 00 K3 GH Z ED Z= use 1.5" of "GH" cushioning between barrier bag and Unit Container
8145 012622983	15450-2	UCL = B
8145 012622984	15450-3	SPMK = 39
8145 012622985	15450-4	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 (CRRC). CRRC locations/points of contact: Program Manager - 215-697-2063

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

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

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

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

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

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

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

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PRESERVATION, PACKAGING, PACKING AND MARKING

inspection by authorized Government representatives for a period of three years.

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

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

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.

(08-23)

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

CLIN: 0001
NIIN: 013923798
ITEM NAME: ROD,WELDING

ACTIVITY USE ONLY: TDP VERSION NO.: 002

4. QUALITY ASSURANCE

4.1 Notes to the Contractor -

4.1.1 The Contractor for proprietary designs - Departures from Contractor imposed requirements, not specifically covered by the contract, must be judged individually on the basis of the effect, if any, on contractual requirements. The departure must be considered a nonconformance and be submitted to the PCO for disposition.

4.1.2 The Contractor for proprietary designs - All records of departures from Contractor imposed requirements must be maintained and available for review at the Contractor's facility. A record of these departures, traceable to the applicable part number and contract number must be submitted to the PCO.

4.1.3 The Contractor for proprietary designs - For proprietary designs, the contractor's part numbers are acceptable for reference only. The delivered material must conform to all drawings, specifications, and other contractual requirements.

4.1.4 The Contractor - The ECDS (Electronic Contractor Data Submission) system is available for certain data submissions, and to submit questions and clarifications, and waiver requests on Contracts and Solicitations. ECDS can be found at: <https://register.nslc.navy.mil/>

52.246-11
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NAVICP REVIEW FEB 1991)(FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title Number Date Tailoring

52.246-11 (CONT)
HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NAVICP REVIEW FEB 1991)(FEB 1999)

<See specification sections C and E>

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(NOTE: When checked, quality/inspection plan subject to Navy review and approval.)

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.

WSSTERMEZ04
INSPECTION AND ACCEPTANCE - SHORT VERSION

Supplies furnished hereunder shall be inspected at < > contractor's and/or subcontractor's plant or <x> destination. Acceptance shall be at < > contractor's and/or subcontractor's plant or <x> destination. Manufacturing Site_ < > _____ Address_ < > _____

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House _ < > _____

Address < > _____

(06-02)

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

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

52.211-16
VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
- <0%> Percent increase (Contracting Officer insert percentage)
 - <-5%> Percent decrease (Contracting Officer insert percentage)

This increase or decrease shall apply to <total contract quantity> .*

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as (1) the total contract quantity, (2) item 1 only, (3) each quantity specified in the delivery schedule, (4) the total item quantity for each destination, or (5) the total quantity of each item without regard to destination.

52.211-8
TIME OF DELIVERY (JUNE 1997)

- (a) The Government requires delivery to be made according to the following schedule:

52.211-8 (CONT)
TIME OF DELIVERY (JUNE 1997)

Item No.	Quantity	Required Delivery Schedule	Within Days After Date of Contract
<0001>	<500 LB>		<365>
< >	< >		< >
< >	< >		< >
< >	< >		< >
< >	< >		< >

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
----------	----------	--

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or
(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

< > Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months"; or "not sooner than or later than" as headings for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by < > (Contracting Officer insert date). Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

52.211-8 (CONT)
TIME OF DELIVERY (JUNE 1997)

< > Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by < > (Contracting Officer insert date). Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

< > Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

52.247-34
F.O.B. DESTINATION (NOV 1991)

52.247-61
F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS (APR 1984)

WSSTERMFZ02
TRANSPORTATION ASSISTANCE

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

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

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

WSSTERMFZ06 (CONT)

GENERAL INFORMATION-FOB-DESTINATION

() 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, 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.

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

(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:

- (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.

(<Stand-Alone Receiving Report - Certifications Combo-Receiving Report & Invoice - Material>)(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

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

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

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

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

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	(<TBD>)
Issue By DoDAAC	(<N00104>)
Admin DoDAAC	(<TBD>)
Inspect By DoDAAC	(<N39040>)
Ship To Code	(<N50286>)
Ship From Code	(<TBD>)

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

Mark For Code	(<133.2>)
Service Approver (DoDAAC)	(<N/A>)
Service Acceptor (DoDAAC)	(<N/A>)
Accept at Other DoDAAC	(<S4306A - Material>)
LPO DoDAAC	(<N/A>)
DCAA Auditor DoDAAC	(<N/A>)
Other DoDAAC(s)	(<See DD1423>)

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

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

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

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

(g) WAWF point of contact.

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

(<PORT_PTNH_WAWF_NOTIFICATION@NAVY.MIL>)(Contracting Officer: Insert applicable information or "Not applicable.")

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

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

WSSTERMHZ04
TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA

(a) Except with prior written consent of the Contracting Officer, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data as defined in paragraph (b) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national not working on this contract or on a subcontract hereunder, (ii) to any foreign organization (including

WSSTERMHZ04 (CONT)
TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA

foreign subsidiaries and affiliates of the Contractor), (iii) to any Government, of (iv) to any international organization.

(b) As used in this clause, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, and an area subject to the complete sovereignty of the United States.

(2) "Equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models or such supplies and component parts and models thereof.

(3) "Technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item whether or not the information and data were specified to be delivered under this contract, including without limitation, all writings, sound recordings, pictorial reproductions and drawings or other graphical representations. "Technical data" does not include such information and data on standard commercial supplies and component parts in or in connection with any item or component part thereof, specified to be delivered under this contract.

(4) "Foreign national or immigrant alien" means a person not a United States citizen or a United States National. United States Citizens acting as agents for foreign concerns are considered to be foreign nationals for industrial security purposes and the purpose of this restriction.

(c) The Contractor agrees to insert in all subcontractors under this contract provision, which shall conform substantially to the language of this clause, including this paragraph (c). (11-92)

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.204-7
SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.225-7002
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)

52.222-26
EQUAL OPPORTUNITY (SEP 2016)

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

If checked, the alternate below applies:

(< >) Alternate I (Feb 1999). As prescribed in 22.810(e), add the following as a preamble to the clause

Notice: The following terms of this clause are waived for this contract < > (Contracting Officer shall list terms).

52.225-7016
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

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

(2) Commercial or other than commercial components of an commercial component of a other than commercial end product.

(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)**

**252.215-7008
ONLY ONE OFFER (JUN 2019)**

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable (U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification).

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

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

**252.232-7003
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)**

**52.246-17
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)**

52.246-17 (CONT)

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)

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

"Acceptance," means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies," means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for <365 days after acceptance of material> (Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time)--

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract, and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within <365 days after acceptance of material> (Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect").

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract.

The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting

52.246-17 (CONT)

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)

Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

Alternate I (Reserved)

(< >) Alternate II (Apr 1984). If it is desirable to specify that necessary transportation incident to correction or replacement will be at the Government's expense (as might be the case if, for example, the cost of a warranty would otherwise be prohibitive), substitute a paragraph substantially the same as the following paragraph (b)(2) for paragraph (b)(2) of the basic clause:

(2) If correction or replacement is required and transportation of supplies in connection with correction or replacement is necessary, transportation charges and responsibility for supplies while in transit shall be borne by the Government.

(< >) Alternate III (Apr 1984). If the supplies cannot be obtained from another source, substitute a paragraph substantially the same as the following paragraph (c)(4) for paragraph (c)(4) of the basic clause:

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(< >) Alternate IV (Apr 1984). If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause:

(6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After the establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

(< >) Alternate V (Apr 1984). If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause. Redesignate the additional paragraph as "(c)(7)" if Alternate IV is also being used.

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

252.244-7000

SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)

(a) The Contractor shall not include the terms of any Federal Acquisition Regulation (FAR) clause or Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless-

(1) For DFARS clauses, it is so specified in the particular clause; or

(2) For FAR clauses, the clause is listed at FAR 12.301(d) or it is so specified in paragraph (e)(1) of the clause at FAR 52.212- 5 or paragraph (b)(1) of the clause at FAR 52.244-6, as applicable. (Section 847(b)(1)(B), Pub. L. 114-328)

(b)(1) In accordance with 10 U.S.C. 3457(c), the Contractor shall treat as commercial products any items valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (b)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products or commercial services in accordance with the clause at FAR 52.244- 6 and paragraph (a) of this clause.

252.244-7000 (CONT)
SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.

252.246-7001
WARRANTY OF DATA--BASIC (MAR 2014)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

- (1) Within a reasonable time after such notification, the Contracting Officer may-
 - (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or
 - (ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.
- (2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure-
 - (i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or
 - (ii) Elect a price or fee adjustment instead of correction or replacement.
- (3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(< >) ALTERNATE I (DEC 1991)

As prescribed in 246.710(1)(ii), use the following clause, which uses a different paragraph (d)(3) than the basic clause.

WARRANTY OF DATA-ALTERNATE I (MAR 2014)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled "Rights in Technical Data and Computer Software."

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to the notify the Contracting Officer in writing immediately of any breach of the above warrant y which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the

**252.246-7001 (CONT)
WARRANTY OF DATA--BASIC (MAR 2014)**

Contractor of the breach in writing within the warranty period:

- (1) Within a reasonable time after such notification, the Contracting Officer may-
 - (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or
 - (ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.
- (2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure-
 - (i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or
 - (ii) Elect a price or fee adjustment instead of correction or replacement.
- (3) In addition to the remedies under paragraphs (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of warranty.
 - (i) The additional liability under paragraph (d)(3) of this clause shall not exceed 75 percent of the target profit.
 - (ii) If the breach of the warranty is with respect to the data supplied by an equipment subcontractor, the limit of the Contractor's liability shall be
 - (A) Ten percent of the total subcontract price in a firm-fixed-price subcontract;
 - (B) Seventy-five percent of the total subcontract fee in a cost-plus-fixed-fee or cost-plus-award-fee subcontract; or;
 - (C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price incentive or cost-plus-incentive subcontract.
 - (iii) Damages due the Government under the provisions of this warranty are not an allowable cost.
 - (iv) The additional liability in paragraph (d)(3) of this clause shall not apply-
 - (A) With respect to the requirements for product drawings and associated lists, special inspection equipment (SIE) drawings and associated lists, special tooling drawings and associated lists, SIE operating instructions, SIE descriptive documentation, and SIE calibration procedures under MIL-T-31000, General Specification for Technical Data Packages, Amendment 1, or MIL-T-47500, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL-D-1000A, Engineering and Associated Data Drawings, or DoD-D-1000B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associated lists under category E or I of MIL-D-1000, Engineering and Associated Lists Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or
 - (B) To defects the Contractor discovers and gives written notice to the Government before the Government discovers the error.
- (e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(< >) ALTERNATE II. As prescribed at 246.710(1)(iii), use the following clause, which uses a different paragraph (d)(3) than the basic clause.

WARRANTY OF DATA-ALTERNATE II (MAR 2014)

- (a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled "Rights in Technical Data and Computer Software."
- (b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.
- (c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.
- (d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:
 - (1) Within a reasonable time after such notification, the Contracting Officer may-
 - (i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

252.246-7001 (CONT)
WARRANTY OF DATA--BASIC (MAR 2014)

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) In addition to the remedies under paragraphs (d)(1) and (2) of this clause, the Contractor shall be liable to the Government for all damages to the Government as a result of the breach of the warranty.

(i) The additional liability under paragraph (d)(3) of this clause shall not exceed ten percent of the total contract price.

(ii) If the breach of the warranty is with respect to the data supplied by an equipment subcontractor, the limit of the Contractor's liability shall be -

(A) Ten percent of the total subcontract price in a firm -fixed-price subcontract;

(B) Seventy-five percent of the total subcontract fee in a cost-plus-fixed-fee or cost-plus-award-fee subcontract; or

(C) Seventy-five percent of the total subcontract target profit or fee in a fixed-price-incentive or cost-plus-incentive subcontract.

(iii) The additional liability specified in paragraph of this clause shall not apply-

(A) With respect to the requirements for product drawings and associated lists, special inspection equipment (SIE) drawings and associated lists, special tooling drawings and associated lists, SIE operating instructions, SIE descriptive documentation, and SIE calibration procedures under MIL-T-31000, General Specification for Technical Data Packages, Supp 1, or drawings and associated lists under level 2 or level 3 of MIL-D-1000A, Engineering and Associated Data Drawings, or DoD-D-1000B, Engineering and Associated Lists Drawings (Inactive for New Design) Amendment 4, Notice 1; or drawings and associated lists under category E or I of MIL-D-1000, Engineering and Associated Lists Drawings, provided that the data furnished by the Contractor was current, accurate at time of submission, and did not involve a significant omission of data necessary to comply with the requirements; or

(B) To defects the Contractor discovers and gives written notice to the Government before the Government discovers the error.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

52.219-28
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

(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 the field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

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

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

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

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

(3) For long-term contracts-

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor rerepresented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall represent 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>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

- (1) The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.
- (2) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it () is, () is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). (The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.)
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture 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: ____.)
- (6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it () is, () is not a veteran-owned small business concern.
- (7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.) The Contractor represents that it () is, () is not a service-disabled veteran-owned small business concern.
- (8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it () is, () is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. (The Contractor shall enter the name and unique 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—
(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

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

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.

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

52.203-7000
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).

52.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)

52.204-10
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(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 for the purpose of acquiring supplies or services (including construction) for performance of 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 a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation (FAR) provision 52.204-7), 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/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(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) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(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) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

52.204-10 (CONT)
REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract 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 the first-tier subcontract expires.

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

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

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and the FPDS database. If 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.

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

(a) Definitions. As used in this clause-

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

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

"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

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

or potentially adverse effect on an information system and/or the information residing therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

forensic analysis.

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

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

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

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

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

(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

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

(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.

252.227-7037
VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JAN 2023)

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

52.211-5
MATERIAL REQUIREMENTS (MAY 2024)

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

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

252.227-7013
 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (MAR 2023)

252.227-7017
 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)

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

252.227-7030
 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

52.225-5
 TRADE AGREEMENTS (NOV 2023)

52.232-25
 PROMPT PAYMENT (JAN 2017)

52.204-13
 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

252.227-7028
 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

52.244-6
 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)

52.209-6
 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

252.225-7013
 DUTY-FREE ENTRY (NOV 2023)

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

252.246-7008
 SOURCES OF ELECTRONIC PARTS (JAN 2023)

52.222-50
 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

252.223-7008
 PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

52.243-1
 CHANGES--FIXED PRICE (AUG 1987)

52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION (NOV 2015)

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

252.204-7019
NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

252.204-7020
NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

252.204-7021
CYBERSECURITY MATURITY MODEL CERTIFICATION REQUIREMENT (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

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

52.233-3
PROTEST AFTER AWARD (AUG 1996)

52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2024)

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

52.222-21
PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.204-18
COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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

52.203-19
PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-23
PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

52.204-25
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

**52.213-4
TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND
COMMERCIAL SERVICES) (AUG 2024)**

**52.204-27
PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)**

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

CLIN: 0001
NIIN: 013923798
ITEM NAME: ROD,WELDING

ACTIVITY USE ONLY: TDP VERSION NO.: 002

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1
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.

**252.204-7007
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)**

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) 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 (e) applies.

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

(d)(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.

(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.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with anticipated value at or below the

252.204-7007 (CONT)
ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

simplified acquisition threshold.

(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 Agreement 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) Performance-Based Payments – Representation.

(e) 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 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below offeror to insert changes, identifying change by 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 #	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.

252.225-7035
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.

- (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:

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

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 endproducts exceed 55 percent domestic content, except those that are COTS items. If the percentage of the domestic content is unknown, select "no".

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

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

Line Item Number:

 (List as necessary)

(End of provision)

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

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.

252.225-7020 (CONT)
TRADE AGREEMENTS CERTIFICATE (NOV 2014)

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

(b) Evaluation. The Government --

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

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

(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)

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

(< >) BUY AMERICAN BALANCE OF PAYMENTS PROGRAM CERTIFICATE ALTERNATE I (FEB 2024)

(a) Definitions. "Commercially available of the-the-shelf (COTS) items," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program -- Alternate I 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 or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these

foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state 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
-----	-----	-----

(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)

52.225-25**PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JUN 2020)****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

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

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).

(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 (NOV 2015)****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.

252.223-7001 (CONT)
HAZARD WARNING LABELS (DEC 1991)

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

52.225-6
TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements"

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

Line Item no.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by, the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

52.204-8
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <333992> (insert NAICS code).

(2) The small business size standard is <1,250> (insert size standard).

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

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

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

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

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

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

____(i) Paragraph (d) applies.

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

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

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

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

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

or

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

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

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024)

- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xii) 52.219-1, Small Business Program Representations (Basic & Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
 - (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
 - (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
 - (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.
 - (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.
 - (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
 - (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$50,000, the basic provision applies.
 - (B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
 - (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
 - (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
 - (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
 - (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)
- < > (i) 52.204-17, Ownership or Control of Offeror.

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024)

< > (ii) 52.204-20, Predecessor of Offeror.
 < > (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 < > (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
 < > (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 < > (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 < > (vii) 52.227-6, Royalty Information.
 < > (A) Basic.
 < > (B) Alternate I.
 < > (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
 (d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

(offeror to insert changes, identifying change by clause number, title, date).
 These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of Provision)

< > Alternate I (MAR 2023). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size Standard
-----	-----
-----	-----
-----	-----

Contracting Officer to insert NAICS codes and size standards .

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

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

52.204-16
COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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)

52.204-17
OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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 (OCT 2018)

(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 -

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

"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 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.

52.225-20**PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

52.225-20 (CONT)**PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization ;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

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

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.209-11**REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the

52.209-11 (CONT)
REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.204-20
PREDECESSOR OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it () is or () is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____

(Do not use a doing business as name)

52.204-24
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause

52.204-24 (CONT)
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (NOV 2021)

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It _____ does, _____ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

52.204-24 (CONT)
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT (NOV 2021)

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-26
COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation.

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

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

52.214-34
SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

252.225-7042
AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

52.214-35
SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

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:

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

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

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

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

52.211-14
NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PERPARDENESS, AND ENR
GY PROGRAM 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 (JAN 2023)

WSSTERMLZ02
QUALITY ASSURANCE MANUAL FOR LEVEL I/SUBSAFE/DSS-SOC/FLY-BY-WIRE PROGRAMS - INS
TRUCTION

Offerors shall provide a Quality Assurance Manual. Only those sources with an acceptable Quality Assurance Manual are eligible for award under this solicitation. The Navy has found from past experience that Quality Control is essential to assure personnel safety in critical areas and to provide for the safe operation of submarines and certain systems on surface ships. If an offeror's Quality Assurance Manual was not previously approved, review of an offeror's Quality Assurance Manual will be accomplished as part of the technical evaluation.

The Level I/Subsafe/Deep Submergence Systems-Scope of Certification (DSS-SOC)/Fly-by-Wire Programs require offerors to have a Quality System that meets the requirements of MIL-I-45208, MIL-Q-9858, or ISO 9001:2000. As part of this Quality System, the offeror's calibration system must meet the requirements of MIL-STD-45662A, ANSI/NCSL-Z540.3-2006, or ISO 10012-1. If an offeror uses a calibration system other than the three specified herein, that information must be included in the offeror's technical submission under this sub-factor.

An offeror whose Quality Assurance Manual HAS previously been found acceptable by NAVSUP WSS must include the following information in their offer--(a) proof that NAVSUP WSS has previously accepted their Quality Assurance Manual (including the date), and (b) proof that NAVSUP WSS has the most current revision of their Quality Assurance Manual.
 (06-22)

WSSTERMLZ06
CONSIGNMENT INSTRUCTIONS

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website
<https://home.daas.dia.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)**

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.

WSSTERMMZ01 (CONT)

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

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.

N50286 Receiving Officer,
PORTSMOUTH NAVAL SHIPYARD L1SS, RECEIVING OFFICER BLDG 170, KITTERY, ME 03904-0000

CLIN: 0001
 NIIN: 013923798
 ITEM NAME: ROD,WELDING

ACTIVITY USE ONLY: TDP VERSION NO.: 002

6. NOTES

6.1 Several definitions of terms that apply to CSI items are listed below. All terms may not apply to every item.

6.1.1 The ECDS (Electronic Contractor Data Submission) system is at: <https://register.nslc.navy.mil/> This application will require advance registration using a PKI Digital Certificate on a CAC. A Vendor User Guide is available as CSD001 in the CSD (Contract Support Document) Library within ECDS.

6.1.2 Critical Safety Item (CSI) - Any ship part, assembly, or support equipment containing a critical characteristic whose failure, malfunction, or absence of which could cause a catastrophic or critical failure resulting in loss of, or serious damage to the ship, or unacceptable risk of personal injury or loss of life.

6.1.3 Critical Process - As determined by the TWH, any process, operation or action performed on a Ship CSI that serves to establish a critical characteristic (such as welding, soldering, machining, polishing, cleaning, or assembling) or confirm that a critical characteristic is within drawing or specification compliance (such as, testing, measurement, or non-destructive evaluation).

6.1.4 First Article - Pre-production models, initial product samples, test samples produced to ensure a manufacturer's capability to meet full specification requirements.

6.1.5 First Article Test (FAT) - Contractually required testing and inspection of a supplier's pre-production, production, or "production representative" specimens to evaluate a manufacturer's ability to produce conforming product prior to the Government's commitment to receive subsequent production items. First Article Testing is product specific and does not assess manufacturing process controls nor does it assure the effectiveness of the manufacturer's quality program.

6.1.6 Objective Quality Evidence (OQE) - The quantitative and qualitative data of all mechanical, chemical, and performance tests performed (as required by the applicable specification, drawing, or purchase document) to prove that the material supplied conforms to the specified requirements.

6.1.7 Surface Discontinuity - Any surface irregularity, marking, or localized change in physical character of the surface, other than dimensional, that exists infrequently at one or several places. (Examples: burrs, dents, nicks, scratches, gouges, pits, center-punches, scribes, and tool marks). Surface discontinuities less than 0.005-inch in depth are acceptable provided they do not violate any other design requirements specified in this Contract/Purchase Order.

6.1.8 Traceability Code - A code or number providing traceability to the actual chemical and mechanical properties of the specified heat, batch, or form from which the material originated.

6.1.9 Verification - An examination performed to determine compliance with a specific requirement.

6.1.10 A nonconformance is defined as affecting or violating the following:

- The requirements of this contract/purchase order.
- Contractually invoked drawings (i.e. envelope dimensions, interface dimensions with mating parts/equipment, center of gravity, weights, piece part identification, material, etc.).
- Contractually invoked federal, military, or commercial specifications and/or standards.
- Form, fit, function, performance to contract requirements, reliability, maintainability, interchangeability, safety of personnel or equipment, or additional cost to the Government.

6.1.11 Waiver - A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use as is or after repair by an approved method.

6.1.12 Deviation - A specific written authorization (granted prior to the manufacture of an item) to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time, and to accept an item which is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

6.1.13 Critical Waiver/Deviation - This waiver/deviation consists of a departure involving safety.

6.1.14 Major Waiver/Deviation - This waiver/deviation consists of a departure involving:

- Performance
- Interchangeability, Reliability, Survivability, Maintainability,

- or Durability of the item or its repair parts
- Health or Safety
- Effective Use or Operation
- Weight, Stability, or Structural Integrity
- System design parameters as schematics, flows, pressures or temperatures
- Compartment arrangements or assigned function

6.1.15 Minor Waiver/Deviation - This waiver/deviation consists of a departure which does not involve any of the factors listed as critical or major.

6.1.16 Engineering Change (EC) - A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.

6.1.17 Engineering Change Proposal (ECP) - A proposed Engineering Change and the documentation by which the change is described, justified, and submitted to the Government for approval or disapproval.

6.2 In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to perspective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.

6.2.1 There are 7 (seven) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

- A... approved for public release; distribution is unlimited.
- B... distribution authorized to US Governments agencies only.
- C... distribution authorized to US Government agencies and their contractors.
- D... distribution authorized to DoD and DoD contractors only.
- E... distribution authorized to DoD Components only.
- F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.
- X... distribution is authorized to US Government agencies and private individuals or enterprises eligible to obtain export controlled technical data in accordance with OPNAVINST 5510.161.

6.3 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. Most Specifications can obtained directly from <http://quicksearch.dla.mil/>

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
NAVSUP-WSS
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 enue:

Commanding Officer

NAVSUP-WSS
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:

Commanding Officer
NAVSUP-WSS
Code 1 Support Branch
700 Robbins Avenue
Philadelphia, Pa. 19111-5094

H. Interim Changes and Classified Specifications must be obtained by submitting a request on DD Form 1425 to NAVSUP-WSS.

6.4 Recent Updates - A short description of recent updates to the technical requirements of this item are listed below, along with an implementation date for each issue. The notes below are only a generic quick reference and are provided for convenience only, detailed requirements will be defined elsewhere in the technical sections of this Contract/Purchase Order.

<- 10/20/2016 - Updated ECDS URL
- Dec 17 2011 - Moved Quality Assurance Text location for Readability
- Apr 15 2009 - Clarified the sample size for large and small lot sizes
- Jan 19 2011 - Added notification of DCMA upon contract award
- May 02 2009 - Added Lubricants and Sealants to the C of C
- Aug 27 2014 - Took out contractor's phone number requirement
- May 16 2013 - Removed GSI from this Material.
- Jan 5 2017 - ECDS/CSD info was added to Definitions in the Notes section>

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. 0001AB		B. EXHIBIT A		C. CATEGORY: TDP <u> X </u> TM <u> </u> OTHER <u> </u>							
D. SYSTEM/ITEM ROD,WELDING			E. CONTRACT/PR NO. N0010423XC055		F. CONTRACTOR						
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM INSPECTION AND TEST PLAN			3. SUBTITLE INSPECTION SYSTEM PROCEDURES						
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-81110 (SE)			5. CONTRACT REFERENCE TDP: PARA 3		6. REQUIRING OFFICE PURCHASE ACTY						
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ					
8. APP CODE NA		11. AS OF DATE B		13. DATE OF SUBSEQUENT SUBMISSION NA		14. DISTRIBUTION					
16. REMARKS Paragraph 10.4 of DI-QCIC-81110 does not apply.						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
						PCO		00		01 00	
15. TOTAL →						00 01 00					
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM CERT DATA FOR SPECIAL EMPHASIS MATERIAL			3. SUBTITLE QUALITY CONFORMANCE/REQD TESTS						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81020 (WMDD)			5. CONTRACT REFERENCE TDP: PARA 3		6. REQUIRING OFFICE PURCHASE ACTY						
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ					
8. APP CODE NA		11. AS OF DATE D		13. DATE OF SUBSEQUENT SUBMISSION NA		14. DISTRIBUTION					
16. REMARKS The following paragraphs of DI-MISC-81020 must be modified as shown below: 10.1.1 - Add: Material marking for spooled wire must be as identified within the applicable commodity specification. 10.1.2 - Add: For Weld Materials, the weld material manufacturer is considered the original mill. 10.2 - Replace the entire paragraph with: For Weld Materials, Certification is required for each test performed under Quality Conformance listed in the applicable paragraph of the military specification. (or Table 5 of AWS specifications) Block 12 - Certification data must be submitted to Portsmouth Naval Shipyard for review and acceptance prior to each shipment of material. Certification documentation must be submitted via WAWF (Wide Area Work Flow). Enter in WAWF as follows: "Ship to" N50286 "Inspect by" N39040 "Accept by" N39040						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
						N39040		00		01 00	
15. TOTAL →						00 01 00					
G. PREPARED BY NAVSUP WSS N97122V		H. DATE 2024 JUN 21		I. APPROVED BY RYAN M ORZELL		J. DATE 2024 JUN 21					

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. 0001AB			B. EXHIBIT A			C. CATEGORY: TDP <u> X </u> TM _____ OTHER _____											
D. SYSTEM/ITEM ROD,WELDING					E. CONTRACT/PR NO. N0010423XC055				F. CONTRACTOR								
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM CONTINUED						3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.)					5. CONTRACT REFERENCE					6. REQUIRING OFFICE							
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION				14. DISTRIBUTION							
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION				a. ADDRESSEE		b. COPIES					
										Draft		Final Reg Repro					
16. REMARKS and eMail notification field: PORT_PTNH_WAWF_Notification@navy.mil No material is to be shipped prior to the receipt of Acceptance.																	
15. TOTAL →																	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM CERTIFICATION/DATA REPORT						3. SUBTITLE SPECIAL EMPHASIS C OF C									
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (CCDD)					5. CONTRACT REFERENCE TDP: PARA 3					6. REQUIRING OFFICE PURCHASE ACTY							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ				14. DISTRIBUTION							
8. APP CODE NA		D		NA		NA				a. ADDRESSEE		b. COPIES					
										Draft		Final Reg Repro					
16. REMARKS Block 4 - Paragraphs 10.2.1, 10.2.2, 10.2.3, 10.3, and 10.4 of DI-MISC-80678 do not apply. Block 12 - Certification data must be submitted to Portsmouth Naval Shipyard for review and acceptance prior to each shipment of material. Certification documentation must be submitted via WAWF (Wide Area Work Flow). Enter in WAWF as follows: "Ship to" N50286 "Inspect by" N39040 "Accept by" N39040 and eMail notification field: PORT_PTNH_WAWF_Notification@navy.mil No material is to be shipped prior to the receipt of Acceptance.										N39040		00		01		00	
15. TOTAL →										00		01		00			
G. PREPARED BY NAVSUP WSS N97122V			H. DATE 2024 JUN 21			I. APPROVED BY RYAN M ORZELL					J. DATE 2024 JUN 21						

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.

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D. SYSTEM/ITEM ROD,WELDING					E. CONTRACT/PR NO. N0010423XC055				F. CONTRACTOR				
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM CERTIFICATION/DATA REPORT						3. SUBTITLE TEST CERTIFICATIONS					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678 (DD)				5. CONTRACT REFERENCE TDP: PARA 3				6. REQUIRING OFFICE PURCHASE ACTY					
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION					
8. APP CODE NA		D		11. AS OF DATE NA		13. DATE OF SUBSEQUENT SUBMISSION NA		a. ADDRESSEE N39040		b. COPIES Draft Final Reg Repro			
16. REMARKS Block 4 - Paragraphs 10.2.2, 10.2.3, 10.2.4, and 10.3 of DI-MISC-80678 do not apply. Block 12 - Certification data must be submitted to Portsmouth Naval Shipyard for review and acceptance prior to each shipment of material. Certification documentation must be submitted via WAWF (Wide Area Work Flow). Enter in WAWF as follows: "Ship to" N50286 "Inspect by" N39040 "Accept by" N39040 and eMail notification field: PORT_PTNH_WAWF_Notification@navy.mil No material is to be shipped prior to the receipt of Acceptance.								00		01		00	
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15. TOTAL								00		01		00	
1. DATA ITEM NO.		2. TITLE OF DATA ITEM						3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE				6. REQUIRING OFFICE					
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES Draft Final Reg Repro			
16. REMARKS													
15. TOTAL													
G. PREPARED BY NAVSUP WSS N97122V			H. DATE 2024 JUN 21			I. APPROVED BY RYAN M ORZELL			J. DATE 2024 JUN 21				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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18. ESTIMATED TOTAL PRICE

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

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FOR THE CONTRACTOR

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