

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			This RFO ☐ is ☒ is not a small business-small purchase set aside		PAGE 1 OF 52 PAGES	
1. REQUEST NO. NO0104-25-Q-BU99		2. DATE ISSUED 2025 JUN 07		3. REQUISITION/PURCHASE REQUEST NO. 25058-0044 (57574)		4. CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG.1
5A. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT MECH 5450 CARLISLE PIKE MECHANICSBURG PA 17050-2411						6. DELIVERY BY (Date) 180 DAYS
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) B. WALKER (717)605-1391 N9432.11						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) 2025 JUL 07			11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____ c. ☐ SMALL ☐ OTHER THAN SMALL ☐ DISADVANTAGED ☐ WOMEN-OWNED			

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

12. SCHEDULE					
ITEM NO. (a)	SUPPLIES/SERVICES (B)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.					
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CLAENDAR DAYS %

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

N00104-25-Q-BU99

PAGE

OF

2

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PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 7HH 4820-01-674-1668 X5 VALVE,GATE 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 001 000 ZZ Z ZZ ZZ LK O F7 A 00 A ZZ FF 0.0 0.000 A SUP PKG: ZZ=CLEAN AND MARK PER IRPOD/PKG TO MIL-V-3/SPMK 17 PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
0001AA	N00104-25-X-3931 TP: 3		SHIP TO W25GIU	2 EA	
0001AB	N00104-25-X-3931 TP: 3		W62G2T	2 EA	
0001AC	SEE DD FORM 1423 EXHIBIT "A"		1 LO	NSP	
	SOLICITATION NOTES: A MATERIAL IRPOD IS AVAILABLE AT THE BPMI SITE. VENDOR REVIEW OF THE IRPOD IS MANDATORY. UNLESS OTHERWISE SPECIFIED, PRICING FOR THIS QUOTATION IS VALID FOR 60 DAYS AFTER THE CLOSING DATE AS INDICATED ON THE QUOTATION. PLEASE SPECIFY (IF OTHER THAN 60 DAYS) _____ DAYS. IF YOU ARE SUBMITTING YOUR QUOTE VIA EMAIL OR NECO, PLEASE SPECIFY THE NUMBER OF DAYS PRICING IS VALID. ALL CONTRACTUAL DOCUMENTS (I.E. CONTRACTS, PURCHASE ORDERS, TASK ORDERS, DELIVERY ORDERS AND MODIFICATIONS) RELATED TO THE INSTANT PROCUREMENT ARE CONSIDERED TO BE 'ISSUED' BY THE GOVERNMENT WHEN COPIES ARE EITHER DEPOSITED IN THE MAIL, TRANSMITTED BY FACSIMILE, OR SENT BY OTHER ELECTRONIC COMMERCE METHODS, SUCH AS EMAIL. THE GOVERNMENT'S ACCEPTANCE OF THE CONTRACTOR'S PROPOSAL CONSTITUTES BILATERAL AGREEMENT TO 'ISSUE' CONTRACTUAL DOCUMENTS AS DETAILED HEREIN. INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN POC EMAIL: BRIANNA.L.WALKER3.CIV@US.NAVY.MIL				

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

CLIN: 0001
NIIN: 016741668
ITEM NAME: VALVE,GATE

ACTIVITY USE ONLY: TDP VERSION NO.: 003

1. SCOPE

1.1 In the event of a conflict between section "C" and section "D" of the contract/purchase order, Section "C" will take precedence.

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents;
TECHNICAL DOCUMENTS ASSOCIATED TO THIS SOLICITATION OR AWARD SUCH AS; IRPOD, DRAWINGS, TECHNICAL DATA, STRs, AS WELL AS CERTAIN MILITARY SPECIFICATIONS, AND COMMERCIAL ITEM DESCRIPTIONS (CID) ETC. MAY BE OBTAINED AT ([HTTPS://LOGISTICS.UNNPP.GOV/ECOMMERCE](https://logistics.unnpp.gov/ecommerce)) THESE DOCUMENTS, AT THE REQUIRED REVISION LEVELS THAT ARE ASSOCIATED TO EITHER THIS SOLICITATION OR AWARD, BECOME A PART OF THIS SOLICITATION OR AWARD UNLESS CHANGED BY AN ADMENDMENT TO THE SOLICITATION OR MODIFICATION TO THE AWARD.

THIS WEBSITE REQUIRES A PASSWORD AND PRE-REGISTRATION. TO OBTAIN INSTRUCTION ON HOW TO REGISTER AND OBTAIN A PASSWORD CONTACT THE BPMI WEBSITE ADMINISTRATOR.

3. REQUIREMENTS

3.1 NAVSUP WSS-MECH CODE N94 ADDITIONAL TECHNICAL DOCUMENTATION

ORDER OF PRECEDENCE AND EFFECTIVE ISSUES OF CITED DOCUMENTATION DATED: JULY 2004

A. ORDER OF PRECEDENCE FOR DOCUMENT CONFLICT RESOLUTION: THE TECHNICAL AND QUALITY REQUIREMENTS APPLICABLE TO MANUFACTURE OF THE MATERIAL BEING PURCHASED UNDER THIS ORDER ARE CONTAINED OR INVOKED IN ONE OR MORE OF THE DOCUMENTS LISTED BELOW. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN ANY PROVISIONS OF THIS ORDER, THE ORDER OR PRECEDENCE SHALL BE AS FOLLOWS:

1. AMENDMENTS TO THE PURCHASE ORDER/CONTRACT
2. SCHEDULE OF SUPPLIES OF THE PURCHASE ORDER/CONTRACT.
3. TERMS AND CONDITIONS OF THE PURCHASE ORDER/CONTRACT.
4. INDIVIDUAL REPAIR PART ORDERING DATA (IRPOD); OR MASTER PROCUREMENT SPECIFICATION, AS APPLICABLE.
5. ANY INVOKED STANDARD TECHNICAL REQUIREMENTS (STRS).
6. DRAWINGS REFERENCED IN THE IRPOD, OR MASTER PROCUREMENT SPECIFICATION , AS APPLICABLE.
7. SPECIFICATIONS REFERENCED IN THE IRPOD, MASTER PROCUREMENT SPECIFICATIONS OR DRAWING(S), AS APPLICABLE.

B. EFFECTIVE ISSUES OF CITED DRAWINGS, SPECIFICATIONS, STANDARDS AND OTHER DOCUMENTS:

1. THE CONTRACTOR SHALL COMPLY WITH THE SPECIFIED REVISIONS OF THE DOCUMENTS (I.E. DRAWINGS, SPECIFICATIONS, STANDARDS AND OTHER DOCUMENTS) CITED IN THE IRPOD AND/OR PROCUREMENT SPECIFICATION CONTAINED HEREIN. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR THE CONTRACTING OFFICER TO USE DOCUMENT REVISIONS OTHER THAN THOSE SPECIFIED. WHEN A LATER DRAWING REVISION IS SUBMITTED FOR APPROVAL, TWO FULL SIZE CLEAR LEGIBLE PRINTS SHALL BE PROVIDED.

2. WHERE DOCUMENTS ARE REFERRED TO ONLY BY THE BASIC IDENTIFICATION NAME OR NUMBER AND NO SPECIFIC REVISION THERETO, THE CONTRACTOR USE OF ANY ISSUE OF THE DOCUMENT EXCEPT ALL SUCH REVISIONS SHALL BE DATED 1 NOVEMBER 1969 OR LATER.

C. USE OF DOCUMENT REVISIONS IN THEIR ENTIRETY:

1. CONTRACTORS SHALL USE REVISIONS TO EACH CITED OR REFERENCED DOCUMENT IN ITS ENTIRETY UNLESS THE CONTRACTOR OBTAINS CONTRACTING OFFICER APPROVAL TO DO OTHERWISE (I.E. THE CONTRACTOR SHALL NOT USE PORTIONS OF DIFFERENT REVISIONS OF A DOCUMENT).

D. VENDOR WAIVER/DEVIATIONS ON CRITICAL CONTRACTS.

1. COMPLIANCE WITH THE DELIVERY DATE AND TECHNICAL REQUIREMENTS OF NAVSUP WSS CRITICAL REPAIR PART MATERIAL CONTRACTS IS EXPECTED.
2. AS THE CAUTIONARY NOTE CONTAINED IN THE CONTRACT STATES, SELLER INTENDED USE OF ANY MATERIAL WHICH IS NOT IN FULL COMPLIANCE WITH THE SPECIFIED CONTRACT TECHNICAL REQUIREMENTS, SHOULD BE IDENTIFIED AS AN EXCEPTION IN ADVANCE EITHER AT THE TIME THE QUOTATION IS SUBMITTED OR PRIOR TO MANUFACTURE.
3. REQUESTS FOR DELIVERY DATE EXTENSIONS AND WAIVERS/DEVIATIONS SHOULD BE ACCOMPANIED BY AN EXPLANATION OF THE CAUSE FOR THE DELAY, OR THE REASON FOR THE REQUESTED NON-CONFORMANCE WITH AN OFFER OF CONSIDERATION IN THE EVENT THE CONTRACTING OFFICER CONCURS WITH YOUR REQUEST.
4. REQUESTS FOR WAIVERS/DEVIATIONS SHOULD PROVIDE JUSTIFICATION FOR THE REQUESTED CHANGE INCLUDING AN EVALUATION WHICH DEMONSTRATES THAT PROPOSED NON-CONFORMANCE WILL NOT AFFECT THE QUALITY, FORM, FIT, OR FUNCTION OF THE PART. WHERE A PROPOSED ALTERNATE OR REPLACEMENT ITEM IS OFFERED, SUPPORTING TECHNICAL DATA (CATALOG PAGE, DRAWING (S), ETC.) THAT FULLY DESCRIBE THE PROPOSED ITEM SHALL BE PROVIDED FOR TECHNICAL EVALUATION.
5. REQUESTS WHICH DO NOT CONTAIN THE ABOVE INFORMATION WILL BE RETURNED AND WILL NOT BE SUBMITTED TO TECHNICAL/ENGINEERING REVIEW UNTIL SUFFICIENT JUSTIFICATION IS PROVIDED.
6. REQUESTS FOR WAIVERS/DEVIATIONS SHALL BE PRESENTED TO THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) FOR COMMENT. THE QAR SHALL FORWARD THE REQUEST, WITH THEIR COMMENTS, DIRECTLY TO THE POST AWARD PCO IDENTIFIED IN THE CONTRACT/PURCHASE ORDER WITHIN FIVE WORKING DAYS AFTER RECEIPT.

E. EXCLUSION OF MERCURY

1. MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO OR COME IN DIRECT CONTACT WITH HARDWARE OR SUPPLIES UNDER THIS CONTRACT.

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.navsupswwsphil.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

WSSTERMCZ05 (CONT)
CONFIGURATION MANAGEMENT - MARITIME

concurrence in classification and may be implemented only upon receiving DCMA, SUPSHIP, or NAVSEA/NAVWAR Technical Warrant Holder (TWH) concurrence. On Navy Special Emphasis Program contracts/purchase orders, the Contractor must submit the Class II (Minor) change to the PCO for approval or disapproval. Class II changes must be made at no additional cost to the Government.

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

3.0 Variances

3.1 The Contractor must not deliver any item for acceptance by the Government that incorporates a known departure from product definition information unless a Request for Variance (RFV) has been approved. Authorized variances are a temporary departure from the requirements only and do not authorize a change to the item's configuration baseline. RFVs are classified as Critical, Major, or Minor. For detailed classification criteria refer to the DD Form 1694 instructions sheet. Variance requests must be prepared in accordance with DI-SESS-80640E - Request for Variance (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: 016741668
ITEM NAME: VALVE,GATE

ACTIVITY USE ONLY: TDP VERSION NO.: 003

5. PACKAGING

5.1 WHEN THE CLEANLINESS CONTROL REQUIREMENTS OF ONE OR MORE OF THE FOLLOWING DOCUMENTS ARE INVOKED: MIL-STD-767, MIL-STD-2041, REFUELING CLEAN, OR REACTOR PLANT CLEAN, THE FOLLOWING CLARIFICATION OF REQUIREMENTS FOR MIL-PRF-23199 PACKAGING OF REPAIR PARTS APPLIES.

(1). THE FOLLOWING SUMMARY CLARIFIES THE PACKAGING REQUIREMENTS OF MIL-PRF-23199 PERTAINING TO THE USE OF MIL-DTL-24466 GREEN POLY BAGS. THE SUPPLIER REMAINS RESPONSIBLE FOR MEETING ALL CONTRACT REQUIREMENTS. SUPPLIERS WHO ARE UNSURE OF THE PACKAGING, PACKING, AND MARKING. REQUIREMENTS FOR A PARTICULAR PART SHOULD REQUEST CLARIFICATION BY CONTACTING THE NAVSUP-WSS CONTRACTING POC.

(A). PARAGRAPH 3.4.2 OF MIL-PRF-23199 DISCUSSES LEVEL B PACKAGING AND REFERS TO PARAGRAPH 3.3.1 FOR THE METHOD OF PACKAGING. PARAGRAPH 3.3.1 PROVIDES SEVERAL METHODS OF PACKAGING. PACKAGING IN HEAT SEALED ENVELOPES IS COVERED IN PARAGRAPH 3.3.1.1 WHICH STATES, "COMPONENTS WHICH ARE SUBJECT TO CLEANLINESS CONTROLS (SEE 6.2) OR AS SPECIFIED (SEE 6.1) SHALL BE PACKAGED IN HEAT SEALED ENVELOPES (SEE 3.2.2.5 AND 3.2.2.5.1)".

(2). THE FOLLOWING CONDITIONS MUST BE SATISFIED IN ORDER FOR MIL-DTL-24466 BAGS TO APPLY:

(A). PARAGRAPH 6.2 OF MIL-PRF-23199 DEFINES CLEANLINESS CONTROLS AS ANY REFERENCE TO (OR APPLICATION OF) THE CLEANLINESS CONTROL REQUIREMENTS OF ONE OR MORE OF THE FOLLOWING DOCUMENTS: MIL-STD-767, MIL-STD-2041, REFUELING CLEAN, REACTOR PLANT CLEAN, OR OTHER REQUIREMENTS IDENTIFIED WITHIN THE IRPOD. THE REPAIR PART MUST HAVE CLEANING REQUIREMENTS OF ONE OF THE AFORMENTIONED METHODS.

(B). PARAGRAPH 6.1 CONTAINS ORDERING DATA OPTIONS. PARAGRAPH 6.1(k)2. PROVIDES AN OPTION TO SPECIFY THE METHOD OF PACKAGING TO BE USED WHEN PACKAGING IS OTHER THAN IN ACCORDANCE WITH PARAGRAPH 3.3.1.1 ONLY. IF A CONTRACT SPECIFIES ANY ADDITIONAL REQUIREMENTS FOR THE USE OF GREEN POLY BAGS, THEN THEY ARE REQUIRED AND TAKE PRECEDENCE.

(4). THE USE OF FIRE RETARDANT PACKAGING MATERIAL IS NO LONGER REQUIRED IN ANY NAVSUP-WSS N94 CONTRACT.

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

252.211-7003

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

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

"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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

< >
 < >
 < >

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

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

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

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

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

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

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

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

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in 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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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

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	APPLICATION	FORM NUMBER
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WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

		PER UNIT PACKAGE		
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)
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.

WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

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 "0R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must request via email 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

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
8145 012622983	15450-2	Z= use 1.5" of "GH" cushioning between barrier bag and Unit Container
8145 012622984	15450-3	UCL = B
8145 012622985	15450-4	SPMK = 39 PACK = QFF
8145 012622986	15450-5	For all other MOPs/PMTs N 001 000 51 1 00 EA GH F ED
8145 012622987	15450-6	UCL = B
8145 012622988	15450-7	SPMK = 03 PACK = QFF

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

Norfolk, VA-757-445-9099 ext.124
Cherry point, NC-252-466-2331
Jacksonville, FL-904-542-1014
San Diego, CA-619-545-8360

Yokosuka, Japan-011-81-46-816-6304
Lemoore, CA-559-998-0220
Okinawa, JAPAN-011-81-46-816-6304
Iwakuni, JAPAN-011-81-46-816-6304

**WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING**

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 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: 016741668
ITEM NAME: VALVE,GATE

ACTIVITY USE ONLY: TDP VERSION NO.: 003

4. QUALITY ASSURANCE

4.1 The Quality Assurance requirements are located in the INDIVIDUAL REPAIR PART ORDERING DATA (IRPOD).

The contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies herein. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer periods as may be specified elsewhere in the contract.

4.2 FIRST ARTICLE TEST/INSPECTION AND REPORT SUBMITTAL-(CONTRACTOR DESTRUCTIVE OR NON DESTRUCTIVE).

THE CONTRACTOR SHALL CONDUCT FIRST ARTICLE TEST/INSPECTION ON <ONE> UNIT(s) IN ACCORDANCE WITH THE IRPOD REQUIREMENTS SPECIFIED IN THIS CONTRACT/PURCHASE ORDER.

THE CONTRACTOR SHALL PREPARE AND SUBMIT A REPORT IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423).

FIRST ARTICLE APPROVAL IS REQUIRED PRIOR TO MANUFACTURING THE PCO.

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
--------------	------	-----------

<MIL-I-45208>		
---------------	--	--

(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 <X> contractor's and/or subcontractor's plant or < > destination. Acceptance shall be at <X> contractor's and/or subcontractor's plant or < > 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)

52.211-17
DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.242-17
GOVERNMENT DELAY OF WORK (APR 1984)

52.242-15
STOP-WORK ORDER (AUG 1989)

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

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

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

WSSTERMFZ06
GENERAL INFORMATION-FOB-DESTINATION

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

INSPECTION/ACCEPTANCE: shall occur at either

A = Destination -or-

B = Contractor's Plant

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

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

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

DELIVERY: _____ Days
(Offeror Insert)

INFORMATION TO BE FURNISHED BY OFFEROR:

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

Quantities _____ through _____

Quantities _____ through _____

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

A. Catalog Price	YES	NO
1. Is the item a standard commercial product sold in substantial quantities to the General Public? If yes, request furnish a copy of the price sheet with your quotation.	()	()
2. Is the item, while not the exact catalog item,		

WSSTERMFZ06 (CONT)**GENERAL INFORMATION-FOB-DESTINATION**

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

B. Contractor's Pricing System

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

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

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items--

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

(<INVOICE AND RECEIVING REPORTS (COMBO)>)(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

(<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	(<TBD>)
Ship To Code	(<SEE SCHEDULE>)
Ship From Code	(<TBD>)
Mark For Code	(<N/A>)
Service Approver (DoDAAC)	(<N/A>)
Service Acceptor (DoDAAC)	(<N/A>)
Accept at Other DoDAAC	(< >)
LPO DoDAAC	(< >)
DCAA Auditor DoDAAC	(< >)
Other DoDAAC(s)	(< >)

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

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

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

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

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

F.

(g) WAWF point of contact.

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

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

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

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

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 foreign subsidiaries and affiliates of the Contractor), (iii) to any Government, or (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 subcontracts under this contract provision, which shall conform substantially to the language of this clause, including this paragraph (c). (11-92)

WSSTERMHZ05
SALE OF EQUIPMENT OR RELEASE OF TECHNICAL DATA RELATING TO NUCLEAR PROPULSION OF NAVAL VESSELS

(a) The provisions of this local term supplement those invoked by the local term entitled "Transmission Abroad of Equipment or Technical Data". The terms in this local term have the same definitions as provided in the local term entitled "Transmission Abroad of Equipment or Technical Data". All material/supplies relating to this solicitation/contract is considered Naval Nuclear Propulsion Information (NNPI). "Naval Nuclear Propulsion Information" is defined as that information concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance and repair of the propulsion plants of Naval nuclear powered ships, including the associated shipboard and shore-based nuclear support facilities. This information includes, but is not limited to, hardware, technical data and equipment.

(b) Notwithstanding any other provisions of this local term, this local term shall not apply (1) where the transmittal or authorization for the transmittal of NNPI is to be made pursuant to a contract or agreement to which the United States is a party, and (2) where the transmittal is to be of NNPI which the Contracting Officer had declared in writing to the contractor to be thereafter exempt from this local term.

(c) Irrespective of whether information or equipment is U.S. NNPI, or whether a company is doing business with

WSSTERMHZ05 (CONT)**SALE OF EQUIPMENT OR RELEASE OF TECHNICAL DATA RELATING TO NUCLEAR PROPULSION OF NAVAL VESSELS**

the U.S. Naval Nuclear Propulsion Program, federal law prohibits supplying nuclear propulsion plant components or material to foreign interests without an approved export license under the International Traffic in Arms requirements and the Commodity Control List. Therefore, the contractor and all subtier contractors shall inform the contracting officer if they receive inquiries from any foreign or domestic source concerning providing information or producing components or material related to nuclear propulsion. Such notification should not be construed as relieving contractors or subcontractors of any notice requirements or obligations contained in federal law or construed as approval for export license which might be subsequently requested, not interpreted as a substitute for required export licenses.

(d) Further, the contractor shall immediately notify the contracting officer of any litigation, subpoenas, or other judicial requests which either seek or may result in the release of NNPI. In the event that a court or administrative order makes immediate review by the Contracting Officer impractical, the contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(e) The contracting agency reserves the right to audit contractor facilities for compliance with the above restrictions.

(f) Exceptions to these requirements may only be obtained with prior approval from the Contracting Officer.

(g) The contractor agrees to insert in all subcontracts under this contract or order provisions which shall conform substantially to the language of this local term, including this paragraph (g). (12-20)

WSSTERMHZ12**PROTECTION OR DISCLOSURE OF TECHNICAL DATA - NAVAL NUCLEAR PROPULSION INFORMATION (NNPI)****1. Requirements:**

(a) Not Releasable to Foreign Nationals (NOFORN) is a marking applied to documents that are subject to special export controls, and each transmittal to a foreign government or to a foreign national may only be made with prior written approval from the NAVSUP WSS Contracting Officer.

(b) Naval Nuclear Propulsion Information (NNPI) is all information, classified or unclassified (U-NNPI), concerning the design, arrangement, development, manufacture, testing, operation, administration, training, maintenance and repair of the propulsion plants of Naval nuclear-powered ships and prototypes, including the associated shipboard and shore-based nuclear support facilities as defined in Bechtel Plant Machinery, Inc. (BPMI) policy document NN-801 "Guidelines for the Control and Protection of Unclassified Naval Nuclear Propulsion Information." BPMI policy document NN-817 "Naval Nuclear Propulsion Information (NNPI) Guide" was developed to assist in the identification of NNPI. The contractor shall comply with NN-801, NN-817, and with OPNAVINST N9210.3 "Safeguarding of Naval Nuclear Propulsion Information" and any successor instruction or policy, to control and protect NNPI.

(c) Any procurements that involve classified NNPI require that the classified NNPI be protected under the requirements of BPMI policy document NN-802 "Control and Protection of Classified Naval Nuclear Propulsion Information." When using NN-801, NN-802 or NN-817, all references to "BPMI" or "Prime Contractor" should be interpreted as meaning "NAVSUP WSS."

(d) The NN-801, NN-802 and NN-817 documents are available from the BPMI E-Commerce website (<https://logistics.unnpp.gov/ecommerce>). This website is password protected. To request a password, contractors must call the E-Commerce/IT Service Desk at phone number 518-395-7600 (to speak to a Service Desk analyst). The analyst will ask a series of questions, then forward your request for a password on a Service Ticket to the E-Commerce Group for processing. It is recommended that you ask for the Service Ticket number, and retain it in case follow-up phone calls are necessary. Requestors will be required to return a completed and signed NN-677B "Agreement for Protection of Unclassified Naval Nuclear Propulsion Information (U-NNPI)"

2. Disclosure:

(a) General Requirements: The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, display, brochure, etc.), regardless of purpose (e.g., contract/purchase order, performance, advertising, promotion, etc.) pertaining to any part of this contract/purchase order or any program related to this contract/purchase order unless-

- (i) The NAVSUP WSS Contracting Officer has given prior written approval; or
- (ii) The information is otherwise in the public domain before the date of release.

WSSTERMHZ12 (CONT)

PROTECTION OR DISCLOSURE OF TECHNICAL DATA - NAVAL NUCLEAR PROPULSION INFORMATION (NNPI)

(b) Request Format and Timing: Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the proposed release. The contractor shall submit their request to the NAVSUP WSS Contracting Officer at least sixty (60) days before the proposed date of release.

(c) Exception/Approval: In accordance with Paragraph 2(a)(i) above, approval is granted to the contractor so that they may, as necessary, disclose unclassified information, including sensitive unclassified information, to domestic entities under subcontract either actually or prospectively (including sub-tier orders), regardless of tier, under the contract/purchase order for the provision of Naval Nuclear Propulsion Program (NNPP) supplies or services; entities of the Federal Government involved in the Naval Nuclear Propulsion Program having a need to know; and other entities performing NNPP work. This authority does not authorize the contractor to release any information under or related to the subject contract/purchase order to any entity not specified above, or not specifically affiliated with the contractor under the subject contract/purchase order through a contractual or prospective contractual relationship. In addition, this authority does not authorize the contractor to release any information under or related to the subject contract/purchase order to a foreign source prior to submitting their request for release to and receiving written approval from the NAVSUP WSS Contracting Officer.

(d) Approval for release of information to sub-tiers and other entities with which the contractor has a contractual or prospective contractual relationship does not extend to those entities who, regardless of relationship, do not have in place proper safeguards and procedures for receipt and handling of the sensitive information.

(e) The requirements of Paragraphs 2(a) and 2(b) above remain in effect as set forth and the contractor must receive approval for release to any entity not covered by the authority set forth above in Paragraph 2(c).

(f) Litigation: Should any information described in Paragraph 2(a) above be requested, subpoenaed, or otherwise sought by a court or other Judicial or administrative authority, this request must be promptly brought to the attention of the NAVSUP WSS Contracting Officer to permit appropriate measures to be taken to protect the information. Under no circumstances should information, other than that authorized in Paragraph 2(a)(ii), be released to such authority without prior notification to, and approval from the NAVSUP WSS Contracting Officer.

(g) Survivability: The contractor agrees to perform this contract/purchase order in accordance with the requirements of this local term. The contractor shall obtain the approval of the NAVSUP WSS Contracting Officer prior to any release other than that authorized in Paragraphs 2(a)(ii) and 2(c). The requirements of this local term shall survive the subject contract/purchase order. The contractor shall not for a period of twenty (20) years subsequent to the issuance of the contract/purchase order either directly or indirectly issue any such release without the requisite approval of the NAVSUP WSS Contracting Officer, their successor(s) or assignee(s).

(h) Mandatory Passdown: The contractor shall include all provisions of this local term (WSSTERMHZ12), including this sentence and the provisions below in all sub-contracts or sub-tier orders under this contract/purchase order. Sub-contractor and sub-tier requests for authorization to release information shall be submitted through the contractor to the NAVSUP WSS Contracting Officer.

3. Reporting:

(a) The contractor must report all incidents that affect security to the NAVSUP WSS Contracting Officer. Reportable incidents include any act that fails to comply with the contract/purchase order security requirements and has resulted in:

- (i) a confirmed or suspected compromise (e.g., inadvertent release, exposure or loss) of NNPI,
- (ii) a malicious code infection that successfully executed and impacted the security controls on any system,
- (iii) confirmed or suspected incidents of fraud involving a system processing NNPI, and
- (iv) intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on a website, transmission via email, or violation of the information system containing NNPI.

(b) Contractors shall immediately report any attempts to elicit NNPI by unauthorized persons to the NAVSUP WSS Contracting Officer or to the local federal law enforcement agency.

4. SECURITY REVIEW

(a) NAVSUP WSS may conduct periodic security reviews of the contractor's facilities, information systems, and information technology resources (to include media containing or storing NNPI) for compliance with the contractor's security plan and the requirements of the most current versions of OPNAVINST N9210.3, NN-801, NN-802, and NN-817,

WSSTERMHZ12 (CONT)**PROTECTION OR DISCLOSURE OF TECHNICAL DATA - NAVAL NUCLEAR PROPULSION INFORMATION (NNPI)**

unless otherwise authorized by the NAVSUP WSS Contracting Officer.

(b) NAVSUP WSS shall contact the contractor at least 30 days prior to any security review, and the contractor shall, within 14 days, provide any documents or other information requested by NAVSUP WSS to aid in the security review process. Responding to such requests and participating in the security review process shall not be a basis for a change in price, delivery schedule, or any other modification to the terms or conditions of the contract.

(c) NAVSUP WSS shall notify the contractor, in writing, of any non-compliances identified by the security review and shall provide recommendations for remedying those non-compliances. Contractor or sub-contractor non-compliances or the failure to remedy previously identified non-compliances may, at the NAVSUP WSS Contracting Officer's discretion, constitute grounds for termination of the contract for default or for cause. (12-20)

WSSTERMHZ14**INSPECTION SYSTEM PROGRAM PLANS, OR PREMANUFACTURING OR TEST PROCEDURES**

1. The contractor is required to submit a plan or procedure for Government approval as specified in the Contract Data Requirements List (DD Form 1423) and by the date specified in Section F of the contract.

2. The Procuring Contracting Officer (PCO) (or Government Quality Assurance Representative if Block 7 of the DD Form 1423 is coded "SS") shall notify, in writing, within <45> days of receipt of the plan or procedure, of approval, conditional approval, or disapproval of same. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons therefore.

3. If the plan or procedure is disapproved by the Government, the contractor may be required at the option of the Government to submit a revised plan or procedure for evaluation. After each notification by the Government to submit a revised plan or procedure the contractor shall at no additional cost to the Government make any necessary revisions or modifications to the plan or procedure. Such revisions shall be furnished in accordance with terms and conditions and within the time specified in the notification. The Government shall approve, conditionally approve or disapprove the resubmitted plan or procedure within the time specified in (2) above. The government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by resubmission of the plan or procedure.

4. If the contractor fails to deliver the plan or procedure within the time specified, or if the contracting officer disapproves any plan or procedure, the contractor shall be deemed to have failed to make delivery within the meaning of the "Default (Fixed Price Supply and Service)" clause of the contract and the contract shall be subject to termination for default. However, failure of the Government in such an event to terminate the contract shall not relieve the contractor of its responsibility to meet all requirements of the contract including delivery of any first article sample(s), data requirements and production quantities.

5. Prior to approval of the plan or procedure, the acquisition of materials or components for, or the commencement of production of the contract items (including first article samples) shall be at the sole risk of the contractor, and costs incurred on account thereof shall not be allocable to this contract (i) for the purpose of progress payments if the contract contains the clause entitled "Progress Payments" or (ii) for the purpose of termination settlement if this contract is terminated for convenience of the Government prior to approval of the plan or procedure.

6. There is hereby created an option for the Government to waive the requirement for submission of a plan or procedure. If the offeror has had its plan previously approved by the Government, furnish the following information:

Approved by _____ Date of approval _____

Contract number under which plan or procedure was approved _____

NSN for which the premanufacturing procedure was approved _____

If the submission of the plan or procedure is waived, the previously approved plan or procedure shall apply to the contract. (11-92)

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

**52.204-7
SYSTEM FOR AWARD MANAGEMENT (NOV 2024)**

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

**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)**

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

**52.219-28
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)**

(a) Definitions. As used in this clause-

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

"Small business concern"

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor rerepresented its status as 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, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall 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 officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the 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

52.219-28 (CONT)
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

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

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

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

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

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

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

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

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

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

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

252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)

52.233-4
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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:

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

(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.

(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>.

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

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

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

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

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

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

(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.

(1) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

NAVSUPWSSIA21LN
FOREIGN MATERIAL SOURCES (APR 2014)

Identify both the company name (and cage code, if applicable) and country of origin of the raw material sources to be used in support of this procurement. This procurement is subject to the International Traffic in Arms Regulations. Therefore, export of any technical data to a country that's identified under 22CFR, subsection 126.1 is prohibited.

Company Name: _____

CAGE Code: _____

Country of Origin: _____

Identify the name and location of any subcontractor outside of the continental United States to be used in support of this procurement to include place of manufacture, performance of any Non-Destructive Testing (NDT), welding or any other special process if other than the prime contractor. The contractor has a continuing obligation to inform the contracting officer of any changes to this information throughout the period of performance of this contract.

Name: _____

Location: _____

Place of Manufacture: _____

Performance NDT: _____

Welding: _____

Other: _____

52.209-3
FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

52.209-3 (CONT)**FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)**

(a) The Contractor shall test <1> unit(s) of Lot/Item <0001> as specified in this contract. At least < > calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within <45> calendar days from the date of this contract to <TBD> (insert address of the Government activity to receive the report) marked "First Article Test Report: Contract No. < > , Lot/Item No. < > " Within <30> calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

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

<X> Alternate I (Jan 1997). As prescribed in 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:

- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

< > Alternate II (Sep 1989). As prescribed in 9.308-1(a)(3) and (b)(3), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

)

252.204-7015 (CONT)
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.

52.211-5
MATERIAL REQUIREMENTS (AUG 2000)

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

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

252.243-7001
PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

52.204-30
FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)

(a) Definitions. As used in this clause-- Covered article, as defined in 41 U.S.C. 4713(k), means--

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

52.204-30 (CONT)**FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)**

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information. Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this

52.204-30 (CONT)
FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)

clause.

(5) (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are

52.204-30 (CONT)**FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023)**

effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

Alternate I (DEC 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) Prohibition.

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

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

Alternate II (DEC 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the Contracting Officer.

(b) Prohibition.

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5) (i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

52.211-15**DEFENSE PRIORITY AND ALLOCATIONS REQUIREMENTS (APR 2008)****52.204-13****SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)****52.229-3****FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**

**52.252-2
CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

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

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

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

**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)**

**52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)(APR 1984)**

**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)**

**252.246-7003
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**

**52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)**

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

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

**52.204-22
ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

52.246-26
REPORTING NONCONFORMING ITEMS (AUG 2024)

52.213-4
TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2025)(DEVIATION 2025-00003 AND 2025-00004)

52.226-7
DRUG-FREE WORKPLACE (MAY 2024)

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

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

CLIN: 0001
NIIN: 016741668
ITEM NAME: VALVE,GATE

ACTIVITY USE ONLY: TDP VERSION NO.: 003

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

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

(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 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.

52.219-1**SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)**

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

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

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern--

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) "Service-disabled veteran" as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), with a disability that is services-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans

52.219-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

Benefits Administration, as a service-disabled veteran.

"Service-disabled veteran-owned small business (SDVOSB) Program" that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"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 (b) of this provision.

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1001," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The small business size standard is < > (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 (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

(c) Representations.

- (1) The offeror represents as part of its offer that--
 - (i) it () is, () is not a small business concern; or
 - (ii) it () is, () is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). (The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.)
- (2) Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
- (3) Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business

52.219-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

concern.

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

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

(6) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is () is not a veteran-owned small business concern.

(7) SDVOAB concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.) The offeror represents as part of its offer that it () is () is not an SDVOSB concern.

(8) SDVOSB joint venture eligible under the SDVOSB Program. (Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision.) The offeror represents as part of its offer that it () is, () is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. (The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.)

(9) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone Small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR part 126.200(e)(1)); and

(ii) It () is, () is not a HUBZone joint joint venture that complies with the requirements of 13 CFR part 126.616(a) through (c). (The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

- (1) Be punished by imposition of fine, imprisonment, or both
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(< X >) ALTERNATE I (FEB 2024). As prescribed in 19.309(a)(2), add the following paragraph (c)(10) to the basic provision:

(c)(10) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(< >) ALTERNATE II (MAR 2024). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

- (b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for

52.219-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)

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 if the acquisition-

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

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS code	Small Business concern (yes/no)
_____	_____
_____	_____
_____	_____

(Contracting Officer to insert NAICS codes.)

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

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

(b) Evaluation. The Government --

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

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

(c) Certifications and identification of country of origin.

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

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select 'no'.

(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

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

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)
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(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)

(< >) 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

52.225-7000 (CONT)**BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)**

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)****52.209-2****PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)****52.204-8****ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-00003 AND 2025-00004)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <332919> (insert NAICS code).

(2) The small business size standard is <750> (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 NAICS code 541519, if the acquisition-

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

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

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

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

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

____(i) Paragraph (d) applies.

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

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

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

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

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

or

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-00003 AND 2025-00004)

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) Reserved.
- (xv) Reserved.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.
- (xix) Reserved.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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.
- < > (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.

**52.204-8 (CONT)
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025)(DEVIATION 2025-00003 AND
2025-00004)**

(End of Provision)

< > Alternate I (MAR 2023). As perscribed in 4.1202(a), substitute the following paragraph (a) for pargraph (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
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-----	-----
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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 employeees, 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)**

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

**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**

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

a) Definitions. As used in this provision -

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

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber

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

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--

- (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

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

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.

52.209-11**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 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

52.204-20 (CONT)
PREDECESSOR OF OFFEROR (AUG 2020)

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 52.204-25, 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

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

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.

(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.

52.204-29
FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract

52.204-29 (CONT)**FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-REPRESENTATION AND DISCLOSURES (DEC 2023)**

any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****52.252-1****SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

<https://www.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:

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

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

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

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

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

WSSTERMLZ06
CONSIGNMENT INSTRUCTIONS

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

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

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

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

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

WSSTERMLZ10
SUBMISSION OF OFFERS FOR LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFERS

Offers, submitted by the time and date set for receipt of initial proposals, consist of, and must include the following:

Standard Form 33 "Solicitation, Offer, and Award" with Blocks 14 through 18 completed by the offeror, and

RFP Section B "Schedule of Supplies" completed by the offeror, and

RFP Section K "SAM" completed by the offeror.

The completion and submission of the above items will constitute the offeror's initial proposal and will indicate the offeror's unconditional assent to the terms and conditions of the RFP and any attachments hereto.

Alternate proposals are not authorized.

The Government intends to award a contract without discussions, but reserves the right to conduct discussions if the contracting officer later determines them to be necessary. Since offers that take exception or object to terms of this solicitation may be rendered technically unacceptable, offerors are cautioned to address solicitation exceptions, objections, or questions to the contracting officer prior to the time set for receipt of initial proposals. (10-01)

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.

SUPTXT215-9401(6-03)**EVALUATION OF FIRST ARTICLE TESTING**

(a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. This requirement may be waived by the Contracting Officer when supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), test plans, testing and test reports(s) for eligible offerors, the prices set forth in paragraph (g) will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, national stock number, contract award date, and contract delivery date.

CONTRACT AGENCY	NSN	CONTRACT NUMBER	AWARD DATE	DELIVERY DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) (< >) The Government is responsible for first article testing under this contract. The cost to the Government of this testing will be a factor in the evaluation of offers, as it will be added to the offers requiring first article testing. The estimated cost of this testing is \$(< >)_____.

SUPTXT215-9401(6-03) (CONT)
EVALUATION OF FIRST ARTICLE TESTING

(< >) The contractor is responsible for first article testing under this contract.

(d) The approved first article serves as a manufacturing standard.

(e) Earlier delivery, if required in case of waiver of first article, shall not be a factor in the evaluation for award.

(f) The prices for first articles and first article tests in relation to production quantities shall not be materially unbalanced, if first article test items or tests are to be separately priced.

(g) Unit price offered if First Article is waived: \$_____.

WSSTERMMZ04
EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object, to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award. (10-01)

CONSIGNMENT INSTRUCTIONS

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

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

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

CLIN: 0001
NIIN: 016741668
ITEM NAME: VALVE,GATE

ACTIVITY USE ONLY: TDP VERSION NO.: 003

6. NOTES

6.1 1. NUCLEAR REACTOR PUBLICATIONS ASSIGNED NAVSEA DOCUMENT AND IDENTIFICATION NUMBERS THAT ARE NOT AVAILABLE FROM BPMI E-COMMERCE WEB SITE MUST BE REQUESTED FROM:

CONTRACTING OFFICER
NAVSUP WSS-MECH
CODE N943
5450 CARLISLE PIKE
P.O. BOX 2020
MECHANICSBURG, PA. 17055-0788

REQUESTS FOR "OFFICIAL USE ONLY" AND "NOFORN" (NOT RELEASABLE TO FOREIGN NATIO NALS) DOCUMENTS MUST IDENTIFY THE QUOTATION NUMBER ON PRE-AWARD PROCUREMENT ACTIONS. REQUESTS MUST BE SUBMITTED TO THE PCO FOR CERTIFICATION OF "NEED-TO-KNOW" FOR THE DOCUMENT. ON POST-AWARD ACTIONS, THE REQUEST MUST IDENTIFY THE GOVERNMENT CONTRACT NUMBER, AND BE SUBMITTED VIA THE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) FOR CERTIFICATION OF "NEED-TO-KNOW" FOR THE DOCUMENT.

2. COMMERCIAL SPECIFICATIONS, STANDARDS AND DESCRIPTIONS - THESE SPECIFICATIONS, STANDARDS AND DESCRIPTIONS ARE NOT AVAILABLE FROM GOVERNMENT SOURCES. THEY MAY BE OBTAINED FROM THE PUBLISHERS OR SOCIETIES OF THE APPLICABLE DOCUMENTS.

6.2 Information regarding abbreviations, symbols and codes appearing on DD Form 1423 - The following information is provided to assist in understanding the intent of the requirement to provide a deliverable item to the government. The explanation of abbreviation, symbols and codes found in a block follows the block number as they appear on the DD Form 1423.

Block A: Is the actual contract line item no.

Block B: Is the actual collective physical list of the deliverable item(s) which are part of the total requirement of the contract/purchase order.

Block C: Is the category of data required, TDP is defined in MIL-T-31000. TM is defined in Part 1X, Section B of DODI 5000.2. NAVSUP-WSS has reasoned that most DD Form 1423's included in our solicitations meet the requirement of TDP as NAVSUP-WSS does not regularly purchase only Technical Manuals without purchasing hardware and related TDP software. Therefore, most NAVSUP-WSS DD Form 1423 category code will be TDP.

Block D: Is the name of the parent system, next higher assembly, or the item being purchased.

Block E: Is the purchase request number, request for proposal number, invitation for bid number or another number for tracking and monitoring purposes.

Block F: Is the successful offerors name and or cage code.

Block G: Is the name of the individual and or the code/activity of the individual who prepared the DD Form 1423 and included the requirement in the Technical Data Package (TDP).

Block H: Self explanatory.

Block I: Is the name and signature of the individual who approved the content and the need for inclusion of the DD Form 1423 in the TDP.

Block J: Self explanatory.

Block 1: Is the Exhibit Line Item Number (ELIN).

Block 2: Is the title of the data item cited in Block 4.

Block 3: Is the subtitle of the data item cited in Block 4 and is used if the title requires clarification.

- Block 4: Is the actual Data Item Description (DID) number or the actual Technical Manual Contract Requirements Number. In the event the DD Form 1423 is requiring a technical manual the numbered TMCN will be an attachment to the contract/purchase order.
- Block 5: Is the section and paragraph area, where the requirement statement for the DD Form 1423 will be found.
- Block 6: Is the activity that will inform the contractor of approval, conditional approval or disapproval of the deliverable item.
- Block 7: Is a code which designates authority for inspection and acceptance of the deliverable item. The definition of the codes is as follows:

DD Form 250 Code	Inspection	Acceptance
SS	(1)	(2)
DD	(3)	(4)
SD	(1)	(4)
DS	(3)	(5)
LT	(6)	(7)
NO	(8)	(8)
XX	(9)	(9)

- (1) Inspection at source.
- (2) Acceptance at source.
- (3) No inspection performed at source. Final inspection performance at destination.
- (4) Acceptance at destination.
- (5) Acceptance at source. Acceptance based on written approval from the Contract Officer.
- (6) Letter of transmittal only. LT should not be used when inspection is required. The data is sent by the contractor directly to the personnel listed in Block 14 of the DD Form 1423. LT is used when the contracting agency does not desire to have a DD Form 250 for each and every piece of data developed by the contractor. The only other authorized use of LT is the special case where the contracting agency does not desire to have separate DD Forms 250 but desires to have a Government quality assurance representative perform inspection. The Government quality assurance representative shall be listed on the distribution in Block 14 and requested to provide comments via the quality assurance letter of inspection.
- Use of the symbol LT is not authorized for data comprising final delivery of Technical Data Package or for Technical Manuals. (LT may, however, be used for delivery of preliminary TDP's or TM's).
- (7) As specified in Block 8 of the DD Form 1423.
- (8) No inspection or acceptance required. No DD Form 250 or letter of transmittal required.
- Use of the symbol NO is not authorized for data comprising Technical Data Packages or for Technical Manuals.
- (9) Inspection and acceptance requirements specified elsewhere in the contract.

- Block 8: Is the approval code - Items of critical data requiring specific advanced written approval prior to distribution of

the final data item will be identified by placing an "A" in this field. This data item requires submission of a preliminary draft prior to publication of a final document. When a preliminary draft is required, Block 16 of the DD Form 1423 will show length of time required for Government approval/disapproval and subsequent turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued. Block 16 will also indicate the extent of the approval requirements, e.g., approval of technical content and/or format.

Block 9: Is the distribution statement code which explains how the Government can circulate the deliverable item. The definition of codes A, B, C, D, E, or F is as follows:

- A. Distribution of the item is unrestricted.
- B. Distribution of the item is limited to agencies only.
- C. Distribution of the item is limited to contractors with a cage code and have a DD Form 2345 on file with the DLA Logistics Information Services (DLIS) Battle Creek, Mich. or Government activities.
- D. Distribution of the item is limited to DOD activities and DOD contractors only.
- E. Distribution of the item is limited to DOD components only.
- F. Distribution of the item is restricted from Foreign Nations and Foreign Nationals.

Block 10: Is the frequency which the deliverable item is expected to be delivered to the Government. The abbreviations and their meaning.

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Every two months
BI-WE	Every two weeks
DAILY	Daily
DFDEL	Deferred Delivery
MTHLY	Monthly
ONE/R	One time with revisions
QRTLY	Quarterly
SEMIA	Every six months
WEKLY	Weekly
XTIME	Number of times to be submitted (1time, 2times...9times)

Use of these codes requires further explanation in Block 16 to provide the contractor with guidance necessary to accurately price the deliverable data item.

Other abbreviations not appearing on the above list may on occasion be used in Block 10 of the DD Form 1423. When other

abbreviations are used they will be fully explained in Block 16 of the DD Form 1423.

Block 11: Is the last calendar date, expressed in year/month/day format, the deliverable item is to be received by the requiring office cited in Block 6 of the DD Form 1423 for an item with a Block 10 entry indication a single delivery. If the item is to be submitted multiple times, the number stated is the number of calendar days after the frequency cited in Block 10 the item is to be received by the requiring office cited in Block 6 of the DD Form 1423. On occasion the deliverable item will be required to be submitted prior to the end of the frequency cited in Block 6. In that event the requirement will be fully explained in Block 16 of the DD Form 1423.

Block 12: Is the date of first submission of the deliverable item to the requiring office (Block 4) expressed in year/month/day format. The abbreviations and their meaning are as follows:

ASGEN	As generated
ASREQ	As required
DAC	Days after contract date
DFDEL	Deferred Delivery
EOC	End of contract
EOM	End of month
EOQ	End of quarter

Specific instructions for these requirements will be provided in Block 16. If the deliverable item is constrained by a specific event or milestone the constraint will be fully explained in Block 16 of the DD Form 1423. "As generated", "As required", and "Deferred Delivery" will always be fully explained in Block 16.

Block 13: Is the date of subsequent submission of the deliverable item, after the initial submission. Subsequent submission is only used to indicate the specific time period. The data is required when Block 10 of the DD Form 1423 indicates multiple delivery is required. This does not apply to resubmission of a deliverable item that has been reviewed by the requiring office and determined to be only conditionally acceptable or unacceptable.

Block 14a: Will contain the activity name(s) where the deliverable item is to be sent. If the activity is other than DCMA or NAVSUP-WSS the full name, address (including code) will be specified. That specific information will be located in Block 16 of the DD Form 1423.

Block 14b: Is the number of copies of draft and or final copies to be submitted. When final "Repro" copies are to be submitted Block 16 will clarify the type of Repro copies required. (e.g., vellum, negative, etc.)

Block 15: Is the total of each type of copies to be submitted as required by Block 14.

Block 16: Is the block used to provide additional or clarifying information Blocks 1 through 15. This block is also the only area used to tailor the document listed in Block 4. Only deletions to the minimum requirements stated in the document in Block 4 are allowed. Block 16 may also be used to specify the medium for delivery of the data.

Block 17: Is the block where the bidder or offeror is to enter the appropriate price group. The price groups are defined as follows:

ATTACHMENT 1 - CONTINUED

PAGE: 5

- A. Group I - Data which the contractor prepares to satisfy the Government's requirements. The contractor does not need this type of data to perform the rest of the contract. Price would be based on identifiable direct costs, overhead, General and Administrative (G&A) and profit.
- B. Group II - Data essential to contract performance which must be reworked or amended to conform to Government requirements. The price for data in this group would be based on the direct cost to convert the original data to meet Government needs and to deliver it, plus allocable overhead, G&A and profit.
- C. Group III - Data which the contractor must develop for his own use and which requires no substantial change to conform to Government requirements regarding depth of content, format, frequency of submittal, preparation, and quality of data. Only the costs of reproducing, handling and delivery, plus overhead, G&A and profit, are considered in pricing data in this group.
- D. Group IV - Data which the contractor has developed as part of his commercial business. Not much of this data is required and the cost is insignificant. The item should normally be coded "no charge." An example is a brochure or brief manual developed for commercial application which will be acquired in small quantities, and the added cost is too small to justify the expense of computing the charge that otherwise would go with the acquisition.

Block 18: Enter the total estimated price 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. THE ENTRY "N/C" FOR "NO CHARGE" is acceptable.

6.3 In accordance with DoDI 5230.24 all documents and drawings provided by the U.S. Navy to prospective 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.

There are 6 (six) 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.

(2 Data Items)

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.

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.

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001AC		B. EXHIBIT A	C. CATEGORY: TDP <u>X</u> TM _____ OTHER _____	
D. SYSTEM/ITEM VALVE ,GATE		E. CONTRACT/PR NO. N0010425X3931		F. CONTRACTOR
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TEST REPORT		3. SUBTITLE FIRST ARTICLE TEST REPORT	
4. AUTHORITY (Data Acquisition Document No.) DINDTIA80809A		5. CONTRACT REFERENCE PER IRPOD		6. REQUIRING OFFICE NAVSUP N9433
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro
8. APP CODE NA	D	11. AS OF DATE NA	13. DATE OF SUBSEQUENT SUBMISSION NA	
16. REMARKS SUBMITTAL REQUIREMENTS SPECIFIED IN THE IRPOD, UNDER PARAGRAPH 6.1, CONTRACT DATA REQUIREMENTS, SHALL BE IN ACCORDANCE WITH EITHER OF THE FOLLOWING: 1. WHEN SPECIFIED FOR CONTRACTOR SUBMITTAL OF REPORTS PRIOR TO MANUFACTURING FOR APPROVAL, THEN THE REPORT SHALL BE SUBMITTED FOR APPROVAL, IN ACCORDANCE WITH THE CONTRACT DELIVERY SCHEDULE. AUTHORIZATION TO START PRODUCTION MUST BE OBTAINED FROM THE PCO. A SEPARATE PACKAGE WILL BE PREPARED AND SUBMITTED FOR EACH UNIQUE COMBINATION OF CONTRACT NUMBER, NATIONAL STOCK NUMBER, AND ITEM NOMENCLATURE SPECIFIED IN THE SCHEDULE OF SUPPLIES/SERVICES. RESUBMITTAL NOT LATER THAN 45 DAYS AFTER DISAPPROVAL. 2. WHEN SPECIFIED FOR CONTRACTOR SUBMITTAL OF REPORT PER THE CONTRACT DELIVERY SCHEDULE, THEN THE REPORT SHALL BE SUBMITTED FOR APPROVAL PER THE CONTRACT DELIVERY SCHEDULE AND AUTHORIZATION TO SHIP MATERIAL MUST BE OBTAINED FROM THE PCO. A SEPARATE PACKAGE WILL BE PREPARED AND SUBMITTED FOR EACH UNIQUE COMBINATION OF CONTRACT NUMBER, NATIONAL STOCK NUMBER, AND ITEM NOMENCLATURE SPECIFIED IN THE SCHEDULE OF - CONTINUED -				15. TOTAL → 00 01 00
1. DATA ITEM NO. A003	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 a. ADDRESSEE b. COPIES Draft Final Reg Repro
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS SUPPLIES/SERVICES. DINDTIA80809A CITED IN BLOCK 4 IS A UNIQUE NAVSUP-WSS DD1423 SEQUENCE CONTROL NUMBER - REPORT PACKAGE TO BE IAW DID DI-NDTI-80809(LATEST REV).				15. TOTAL →
G. PREPARED BY NAVSUP WSS N9433 15	H. DATE 2025 MAR 05	I. APPROVED BY JESSE D WICKARD		J. DATE 2025 MAR 05

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE	
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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.