

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			This RFO ☒ is ☐ is not a small business-small purchase set aside		PAGE 1 OF 41 PAGES	
1. REQUEST NO. N00104-26-Q-EG57		2. DATE ISSUED 2026 SEP 11		3. REQUISITION/PURCHASE REQUEST NO. 26237-0023		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) 120 DAYS	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) J. J. BENES (771)229-0080 N9434.6					7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE					9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) 2026 OCT 13			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

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PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1HM 4720-01-670-7329 X3 TBG2"DIA12MILMAT2 SHELF LIFE 0-00 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS HM QUP 1CQ PMT CD PM WM CUD CT UC LP 1C UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 31 1 00 EA BG 0 ED A 00 B ZZ EQ 40.0 20.000 A SUP PKG: ZZ=MRK PER IRPOD PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073				
0001AA	N00104-26-X-8729 TP: 3 SHIP TO SW3117	8	RO		
0001AB	N00104-26-X-8729 TP: 3 SW3216	8	RO		
0001AC	SEE DD FORM 1423 EXHIBIT "A"	1	LO	NSP	
0001AD	FIRST ARTICLE TEST (GOVERNMENT - DESTRUCTIVE)	1	LO	NSP	
0001AE	PRODUCTION LOT TEST (GOVERNMENT - DESTRUCTIVE) SOLICITATION NOTES: 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. TECHNICAL DOCUMENTS ASSOCIATED WITH THIS SOLICITATION, SUCH AS DRAWINGS, INDIVIDUAL REPAIR PART ORDERING DATA (IRPOD), STRS AND OTHER PROCUREMENT RELATED DOCUMENTS MAY BE OBTAINED AT: https://logistics.unnpp.gov THIS WEBSITE REQUIRES A PASSWORD AND PRE-REGISTRATION. PLEASE CONTACT THE E-COMMERCE HELP DESK AT 518-395-4357 TO REGISTER OR FOR HELP LOGGING INTO THE WEBSITE. A HARD COPY OF THE INDIVIDUAL REPAIR PART ORDERING DATA (IRPOD) AND/OR DRAWINGS WILL NOT BE MAILED TO YOU. ALL CONTRACTUAL DOCUMENTS (I.E. CONTRACTS, PURCHASE ORDERS, TASK ORDERS, DELIVERY ORDERS AND MODIFICATIONS) RELATED TO THE INSTANT PROCUREMENT ARE	1	LO	NSP	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

NAVSUP WEAPONS SYSTEMS SUPPORT

ITEM NO. SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

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.

FIRST ARTICLE TESTING AS SPECIFIED IN MATERIAL IRPOD IS REQUIRED.

INSPECTION AT ORIGIN

ACCEPTANCE AT ORIGIN

POC EMAIL: JAMES.J.BENES3.CIV@US.NAVY.MIL

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

CLIN: 0001
NIIN: 016707329
ITEM NAME: TBG2"DIA12MILMAT2

ACTIVITY USE ONLY: TDP VERSION NO.: 006

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 OF 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: 016707329
ITEM NAME: TBG2"DIA12MILMAT2

ACTIVITY USE ONLY: TDP VERSION NO.: 006

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 Section B, Part I of the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-1a) 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

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

transportation.

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

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

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

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

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

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

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

Domestic Shipments (CONUS): Level B

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

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

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

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

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

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

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

3) NAVSUP WSS authorizes contractors to create and print their own DLR labels. Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow "DLR" text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as

WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

an acquisition tool when labels presently being used are not performing satisfactorily or when new conditions or applications require special label stock for those particular situations.

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

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

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

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 SPECIAL CLEAN 02-N2	Green	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN 02-N2	GREEN	Unit, intermediate and shipping
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. MH1/9-07SW4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

WSSTERMDZ03 (CONT)

PRESERVATION, PACKAGING, PACKING AND MARKING

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

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

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

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

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

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

b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must request via email usn.philadelphia.navsupwssphil.mbx.navsupcrf@us.navy.mil at least 90 days prior to the anticipated shipping date, 30 days prior for repair contracts. If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container NSN	Container Part Number (80132)	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

WSSTERMDZ03 (CONT)
PRESERVATION, PACKAGING, PACKING AND MARKING

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

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

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

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

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

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

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

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

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/offeree is required to list any hazardous material to be delivered under the resultant contract by the submission of Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product label, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product label must also be emailed to NAVSUP WSS Code N242 at NAVSUPWSSMECH.HAZMAT@US.NAVY.MIL. Please include the NSN, CAGE, Part Number, quantity of hazardous material, contract number, and point of contact for hazardous material questions in the body of the email.

12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES

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

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

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

(12-2025)

**PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

CLIN: 0001
NIIN: 016707329
ITEM NAME: TBG2"DIA12MILMAT2

ACTIVITY USE ONLY: TDP VERSION NO.: 006

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 (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.
(Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.)
<MIL-I-45208>

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
- (2) When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

**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.

**WSSTERMEZO2
PRODUCTION LOT TESTING**

Production Lot Testing in accordance with the Specification incorporated in Section C of the contract is required. The production lot test samples or report must be presented to the Government Quality Assurance Representative (GQAR) by the scheduled delivery date for supplies cited elsewhere in the contract. The Contracting Officer* shall notify, in writing, of the approval, conditional approval, or disapproval of the samples or report within < > days of receipt of same. The rights and obligations of, and remedies available to the Contractor and the Government are those detailed in FAR Clause 52.246-2 Inspection of Supplies-Fixed Price incorporated by reference in this contract with respect to approval or disapproval of the Production Lot Testing. Shipment of the Production Lot shall be accomplished as soon as possible after notification of approval of samples or test reports. Samples that are destroyed in testing will not be returned to the Contractor. Samples that are not destroyed through testing will be returned at contractor's expense via commercial collect Bill of Lading.**

WSSTERMEZ02 (CONT)
PRODUCTION LOT TESTING

(*The GOAR is authorized to provide approval or disapproval of a production lot and report when Block 7 of the DD Form 1423 is Coded SS)

(**Production lot test samples that are not destroyed in testing and that satisfy contract requirements may be delivered as part of the total contract quantity). (11-92)

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)

52.242-17
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 --

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

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)

WSSTERMFZ06 (CONT)

GENERAL INFORMATION-FOB-DESTINATION

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, 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.

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

(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:

(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>)

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

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 F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activities 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

WSSTERMHZ04 (CONT)
TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA

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 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

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

protect NNPI.

(c) Any procurements that involve classified NNPI require that the classified NNPI be protected under the requirements of BPMP 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 "BPMP" or "Prime Contractor" should be interpreted as meaning "NAVSUP WSS."

(d) The NN-801, NN-802 and NN-817 documents are available from the BPMP 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.

(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),

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

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, 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)

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

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

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

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

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

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

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

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

To request an account, navigate to the bottom of the page and click "Request Account".

Fill in the information to create the user profile, you must select a Point of Contact from the drop-down menu.

Select "Privacy Act Agreement"; after reading the statement, click "Agree".

When all data has been entered on the form, click the blue "Submit" button.

Notification will be sent when the account is established.

(03-26)

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

**52.219-4
NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEV
2026-00037)(FEB 2026)**

(a) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.

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

_____ Offeror chooses to waive the evaluation preference.

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

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

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

**252.232-7010
LEVIES ON CONTRACT PAYMENTS (DEC 2006)**

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

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

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

- (1) Leaves or left DoD service on or after January 28, 2008; and
- (2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-

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

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

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

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

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

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

**252.225-7048
EXPORT CONTROLLED ITEMS (JUNE 2013)**

52.233-4**APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION 2026-00026)(FEB 2026)****252.247-7023****TRANSPORTATION OF SUPPLIES BY SEA (OCT 2024)**

252.247-7023 Basic is Incorporated by Reference (IBR)

If checked, the IBR alternate below applies:

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

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

"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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the

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

Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

**52.209-3
FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (DEV 2026-00042)(FEB 2026)**

52.209-3 (CONT)**FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (DEV 2026-00042)(FEB 2026)**

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

(c) If the 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 will, 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.

< > 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.

52.209-4**FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (DEV 2026-00042)(FEB 2026)**

52.209-4 (CONT)**FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (DEV 2026-00042)(FEB 2026)**

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

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

(c) If the Government disapproves the first article, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time the Government specifies. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, the Contractor--
(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

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

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

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

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

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

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

(< >) Alternate II (Sep 1989). As prescribed in 9.308-2(a)(3) and (b)(3), substitute the following paragraph (h) for paragraph (h) of the basic clause:

(h) 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

52.209-4 (CONT)**FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (DEV 2026-00042)(FEB 2026)**

(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.

252.204-7025**NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)**

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

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level. The CMMC level required by this solicitation is: < > (Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)). This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

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

52.211-5**MATERIAL REQUIREMENTS (DEVIATION 2026-00013)(FEB 2026)****252.203-7002****REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)****252.204-7003****CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)****52.232-33****PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)****252.243-7001****PRICING OF CONTRACT MODIFICATIONS (DEC 1991)****52.232-25****PROMPT PAYMENT (JAN 2017)****52.219-6****NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEV 2026-00037)(FEB 2026)**

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

52.244-6**SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEV 2026-00028)(A PR 2026)**

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

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

If alternate if checked it applies.

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

(e) Governmentwide exclusion and removal orders.

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

Yes < > No < > DHS FASCSA Order

Yes < > No < > DoD FASCSA Order

Yes < > No < > DNI FASCSA Order

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

52.229-3
FEDERAL, STATE, AND LOCAL TAXES (DEVIATION 2026-00007)(FEB 2026)

52.232-1
PAYMENTS (APR 1984)

52.232-8
DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11
EXTRAS (APR 1984)

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

252.223-7008
PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

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

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

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

52.246-23
LIMITATION OF LIABILITY (FEB 1997)

252.204-7021
CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

52.253-1
COMPUTER GENERATED FORMS (JAN 1991)

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

52.227-1
AUTHORIZATION AND CONSENT (JUN 2020)

252.225-7064
RESTRICTION ON ACQUISITION OF CERTAIN SATELLITE COMPONENTS (MAY 2024)

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

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

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

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

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

52.232-39
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

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

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

52.246-26
REPORTING NONCONFORMING ITEMS (AUG 2024)

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

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

52.223-23
SUSTAINABLE PRODUCTS AND SERVICES (MAR 2025)(DEVIATION 2025-00004)

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

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

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

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

CLIN: 0001
 NIIN: 016707329
 ITEM NAME: TBG2"DIA12MILMAT2

ACTIVITY USE ONLY: TDP VERSION NO.: 006

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.

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

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

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

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

(i) Paragraph (g) applies. ____

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

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

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

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

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

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

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

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

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

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

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

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

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

- (< >) (iii) 252.225-7020, Trade Agreements Certificate.
- (< >) Use with Alternate I.
- (< >) (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (< >) (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.
- (< >) Use with Alternate I.
- (< >) Use with Alternate II.
- (< >) Use with Alternate III.
- (< >) Use with Alternate IV.
- (< >) Use with Alternate V.
- (< >) (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- (< >) (vii) 252.232-7015, Performance-Based Payments-Representation.

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

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

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

52.209-2**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEV 2026-00042)(FEB 2026)****52.203-18****PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)****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 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) -

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

(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.

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

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must

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

be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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

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

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

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

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

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

WSSTERMKZ03
PRICING INFORMATION FOR SIMPLIFIED ACQUISITION

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

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

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

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

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

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

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

<https://www.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)

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

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

52.252-5
AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

WSSTERMLZ05
REVIEW OF AGENCY PROTESTS

(Applicable when FAR Overhaul clause 52.233-2 (DEVIATION 2026-00026) (FEB 2026)and/or 52.233-3 (DEVIATION 2026-00026) (FEB 2026) are included).

In accordance with FAR Overhaul Section 33.104-4(a)(5), interested parties may request an independent review of their protest at a level above the contracting officer. The request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal of a contracting officer decision on a protest. If an agency appellate review of the contracting officer's decision on a protest is requested, it will not extend GAO's timeliness requirements. Any subsequent protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action.

The individual who will conduct the independent review is the Chief of the Contracting Office (CCO). Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision must address their correspondence to:

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official
NAVSUP WSS Code N7
Building 410, South End, Bay A30
5450 Carlisle Pike, PO Box 2020
Mechanicsburg, PA 17050-0788

For solicitations or contracts issued by DODAAC N00383--

Independent Protest Review Official
NAVSUP WSS Code N7
Building 1, Rm. 2209
700 Robbins Avenue
Philadelphia, PA 19111-5098
(03-26)

WSSTERMLZ06
CONSIGNMENT INSTRUCTIONS

WSSTERMLZ06 (CONT)
CONSIGNMENT INSTRUCTIONS

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

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

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

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

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

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

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

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 \$(< >)_____.

(< >) 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

WSSTERMMZ04 (CONT)**EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)**

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.

SW3117 Receiving Officer,
DLA DISTRIBUTION NORFOLK VA, RECEIVING/SHIPPING DDNV P, 1968 GILBERT ST BLDG W143 DWY 17
NORFOLK, VA 23511-0001

SW3216 Receiving Officer,
DISTRIBUTION DEPOT PUGET SOUND, 467 W STREET, BLDG 467
BREMERTON, WA 98314-6001

CLIN: 0001
NIIN: 016707329
ITEM NAME: TBG2"DIA12MILMAT2

ACTIVITY USE ONLY: TDP VERSION NO.: 006

6. NOTES

6.1 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 TMCR 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
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ATTACHMENT 1 - CONTINUED

PAGE: 2

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.

ATTACHMENT 1 - CONTINUED

PAGE: 3

- 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
WEEKLY	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

ATTACHMENT 1 - CONTINUED

PAGE: 4

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:

- 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.

6.2 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.

6.3 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.

(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.

[illegible]

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.