# INFORMATION TO OFFERORS OR QUOTERS

## SECTION A - COVER SHEET

| 1. SOLICITATION NUMBER | 2. *(X one)* | |
|---|---|---|
| SPRMM1-26-R-RA53 | | a. SEALED BID |
| | X | b. NEGOTIATED *(RFP)* |
| 26027-0009 (TOP31 T) | | c. NEGOTIATED *(RFQ)* |

## INSTRUCTIONS

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding $25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply,the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse,fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C.1001.

3. ISSUING OFFICE *(Complete mailing address, including Zip Code)*

**SPRMM1 DLA MECHANICSBURG**
**DLR PROCUREMENT OPS DSCC-ZI COC W5**
**P. O. BOX 2020, 5450 CARLISLE PIKE**
**MECHANICSBURG PA 17055-0788**

4. ITEMS TO BE PURCHASED *(Brief description)*

**SEE SCHEDULE**

5 PROCUREMENT INFORMATION *(X and complete as applicable)*

| | | | | | | |
|---|---|---|---|---|---|---|
| X | a. THIS PROCUREMENT IS UNRESTRICTED | | | | | |
| | b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING *(X one)*. *(See Section L of the Table of Contents in this solicitation for details of the set-aside.)* | | | | | |
| | | (1) Small Business | | (2) Labor Surplus Area Concerns | | (3) Combined Small Business/Labor Area Concerns |

6. ADDITIONAL INFORMATION

CAUTION TO OFFERORS - NO CONTRACT WILL BE AWARDED UNDER THIS SOLICITATION AT GREATER THAN FAIR AND REASONABLE PRICES.

7. POINT OF CONTACT FOR INFORMATION

| a. NAME *(Last, First, Middle Initial)* | b. ADDRESS *(Include Zip Code)* |
|---|---|
| G.R. BASEHORE ZIL4 | SPRMM1 DLA MECHANICSBURG<br>MECHANICSBURG PA 17055-0788 |
| c. TELEPHONE NUMBER *(Include Area Code and Extension) (NO COLLECT CALLS)* | |
| (445) 737-8064 | |

| 8. REASONS FOR NO RESPONSE *(X all that apply)* | | | |
|---|---|---|---|
| | a. CANNOT COMPLY WITH SPECIFICATIONS | | b. CANNOT MEET DELIVERY REQUIREMENT |
| | c. UNABLE TO IDENTIFY THE ITEM(S) | | d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED |
| | e. OTHER *(Specify)* | | |

| 9. MAILING LIST INFORMATION *(X one)* | | | | |
|---|---|---|---|---|
| | YES | | NO | WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED |

| 10. RESPONDING FIRM | | | |
|---|---|---|---|
| a. COMPANY NAME | b. ADDRESS *(INCLUDE ZIP CODE)* | | |
| c. ACTION OFFICER | | | |
| (1) Typed or Printed Name *(Last, First, Middle Initial)* | (2) Title | (3) Signature | (4) Date Signed *(YYMMDD)* |

DD Form 1707 Reverse, MAR 89

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FROM

AFFIX STAMP HERE

| SOLICITATION NUMBER | |
|---|---|
| SPRMM1-26-R-RA53 | |
| DATE *(YYMMDD)* | LOCAL TIME |
| 2026 JUL 07 | 04:00 P.M. |

TO

# SOLICITATION, OFFER AND AWARD

| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF |
|---|---|---|
| | DO-A3 | 1 50 PAGES |

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | SPRMM1-26-R-RA53 | ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP) | 2026 MAY 28 | 26027-0009 (TOP31 T) |

| 7. ISSUED BY | CODE | 8. ADDRESS OFFER TO (If other than Item 7) |
|---|---|---|
| SPRMM1 DLA MECHANICSBURG<br>DLR PROCUREMENT OPS DSCC-ZI COC W5<br>P. O. BOX 2020, 5450 CARLISLE PIKE<br>MECHANICSBURG PA 17055-0788 | SPRMM1 | |

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

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG.410, SOUTH END, CODE N7, BAY B-29 until 04:00PM (Hour) local time 2026 JUL 07 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | G.R. BASEHORE ZIL4 | (445) 737-8064 |

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## OFFER (Must be fully completed by offeror)

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

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

| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
|---|---|---|---|---|
| | | | | |

| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |

| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) |
|---|---|---|---|
| | | | |

| 15B. TELEPHONE NO. (Include area code) | 15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|
| | | | |

## AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

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

| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY | CODE |
|---|---|---|---|
| | | | |

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

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

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | NSN 7HH 5865-01-714-0832<br>SLAT ASSEMBLY, LBTX SHELF LIFE 0-00<br>FOR REFERENCE ONLY<br>15055 8704580G03<br>SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS<br><br>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI<br>N 001 000 GX 1 00 K3 NB D ED A 00 B 39 EFF 21.0 0.972 M<br><br>PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073 | | | | |
| 0001AA | SHIP TO<br>N00104-24-X-4211 W25G1U<br>TP: 2 | 4 | EA | | |

SOLICITATION NOTES:
All contractual documents (i.e. contracts, purchase orders, task orders, Delivery orders, and modifications) related to the instant procurement are considered to be "issued" by the government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

No drawings or technical data are available for this item.

Delivery lead time_____aro.

Offer valid for _____ days.

If you are not the manufacturer of the material you are offering, you must state who the Original Equipment Manufacturer (OEM) is Commercial and Government Entity Code (CAGE) code and the part number you are offering.

Please provide an email address for follow up communications.

---

If your organization uses more than one CAGE code, please note the specific CAGE code to be used for this order on your proposal.

*NOTE: FOB SOURCE IS REQUIRED, INSPECTION AND ACCEPTANCE AT SOURCE IS REQUIRED

The following DLA Procurement Notes are applicable to this requirement:
E06 Inspection and Acceptance at Source (JUN 2018)

INSPECTION OF MATERIAL WILL BE AT (CAGE & ADDRESS):

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|

INSPECTION OF PACKAGING AND FINAL ACCEPTANCE OF MATERIAL WILL BE AT (CAGE & ADDRESS):

**REFURBISHED MATERIAL IS NOT ACCEPTABLE.

NOTE TO DISTRIBUTORS/DEALERS:
IF YOU ARE A DISTRIBUTOR, YOUR PROPOSAL MUST BE ACCOMPANIED WITH A LETTER FROM THE ACTUAL MANUFACTURER INDICATING THAT YOU ARE AN "AUTHORIZED" DISTRIBUTOR.

IF YOU ARE A DEALER, YOUR PROPOSAL MUST BE ACCOMPANIED WITH A STATEMENT CLEARLY IDENTIFYING YOUR FIRM AS A DEALER ALONG WITH THE OEM'S NAME/CAGE CODE AND P/N THAT YOU INTEND ON PROVIDING.

IF PROPOSING AS A DISTRIBUTOR OR DEALER TO THE OEM, PLEASE TAKE NOTE TO THE TRACEABILITY REQUIREMENTS CITED IN CLAUSES DLATERMHZ01 IN THE SOLICITATION.

CONTRACT DISTRIBUTION:
It is recommended that vendors provide contact information to NAVSUP Weapon System Support (WSS) Mechanicsburg in order to receive automated notifications from Navy Electronic Commerce Online (NECO) when contracts/modifications are issued by Defense Logistics Agency (DLA) Weapons Support Mechanicsburg and posted on Procurement Integrated Enterprise Environment (PIEE) Electronic Data Access (EDA). To receive these notifications, contact: NAVSUPWSS code 025, procurement systems design and contract support division Via email at NAVSUPWSSITIMPHelpdesk@navy.mil. Please include the following information with your request: CAGE code, company name, address and Point-of-Contact (POC) with phone number and email address.

Contractors can view their orders, contracts and modifications at the EDA web tool. This web tool is located at the PIEE website. It is recommended that the contractor register for EDA at https://piee.eb.mil/. Click on new user and registration.

Any order resulting from this Request for Proposal will require electronic submittal of Receiving Report and Invoices through PIEE-WAWF.

If an offeror is interested in providing an alternate item, it should submit a complete technical data package that will be referred to the cognizant engineering activity. The current procurement cannot be delayed in order to allow sufficient time for the engineering activity to determine whether to approve any alternate offer. If approved, the alternate item will beconsidered for future awards. Future requirements will be advertised on thesam.gov website.

Award evaluations will be made using the Lowest Price Technically Acceptable

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|---|---|---|---|
| | SPRMM1-26-R-RA53 | 4 | 50 PAGES |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | (LPTA) criteria per DFARS 215.101-2-70(a)(1)(i).<br><br>Please provide a 90-day validity for your offer.<br><br>INSPECTION AT ORIGIN<br>ACCEPTANCE AT ORIGIN<br><br>POC EMAIL: GRIFFITH.R.BASEHORE@DLA.MIL | | | | |

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

**CLIN: 0001**
**NIIN: 017140832** **ACTIVITY USE ONLY: TDP VERSION NO.: 001**
**ITEM NAME: SLAT ASSEMBLY, LBTX**

**1. SCOPE**

1.1 This contract/purchase order contains the requirements for manufacture and the contract quality requirements for the SLAT ASSEMBLY, LBTX .

**2. APPLICABLE DOCUMENTS**

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

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

**3. REQUIREMENTS**

3.1 Cage Code/Reference Number Items - The SLAT ASSEMBLY, LBTX furnished under this contract/purchase order shall be the design represented by Cage Code(s) reference number(s). Cage _____ ref. no.
<15055 8704580G03>

3.2 Marking - This item shall be physically identified in accordance with <MIL-STD-130, REV N, 16 NOV 2012> .

3.3 Changes in Design, Material Servicing, or Part Number - Except for a Code 1 change, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the NAVICP-MECH Contracting Officer has notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished on this contract/purchase order, the Contractor shall furnish, for the substituting/replacement item, a drawing and an explanation of the reason for the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable for Government evaluation. When notifying the Procurement Contracting Officer of the reasons for making substitutions, the type of change shall be indicated by code number in accordance with one of the following statements:

Code 1: PART NUMBER CHANGE ONLY - If the Manufacturer's Part Number indicated thereon has changed, but the parts are identical in all respects, supply the item and advise NAVICP-MECH immediately of the new part number.

Code 2: Assembly (or set or kit) not furnished - Used following detail parts.

Code 3: Part not furnished separately - Use assembly.

Code 4: Part redesigned - Old and new parts are completely interchangeable.

Code 5: Part redesigned - New part replaces old. Old part cannot replace new.

Code 6: Part redesigned - Parts not interchangeable.

**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

**WSSTERMCZO5 (CONT)**
**CONFIGURATION MANAGEMENT - MARITIME**

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.navsupwssphil.mbx.configuration-management@us.navy.mil.

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

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

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

3.0 Variances

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

**DLATERMCO2**
**CO2 MANUFACTURING PHASE-OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURC ES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)**

**DLATERMCO2 (CONT)**
**CO2 MANUFACTURING PHASE-OUT OR DISCONTINUATION OF PRODUCTION, DIMINISHING SOURCES, AND OBSOLETE MATERIALS OR COMPONENTS (DEC 2016)**

The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to DLA DMSMS at dscc.dmsms@dla.mil.

**DLATERMCO3**
**CO3 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)**

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.
(2) Supply Chain Traceability Documentation
(i) Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.
(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram/).
(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers's parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.
(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

**DLATERMCO4**
**CO4 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)**

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.
(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes (__) No (__)
The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes (__) No (__)
The material conforms to the revision letter/number, if any is cited. Yes (__) No (__) Unknown (__)
If No, the revision does not affect form, fit, function, or interface. Yes (__) No (__) Unknown (__)
The material was manufactured by:
(Name): _____
(Address): _____
(2) The offeror currently possesses the material Yes (__) No (__)
If yes, the offeror purchased the material from a Government selling agency or other source. Yes (__) No (__) If yes, complete the following:
Government Selling Agency: _____
Contract Number: _____
Contract Date: (Month, Year): _____
Other Source: _____
Address: _____
Date Acquired: (Month/Year) _____
(3) The material has been altered or modified. Yes (__) No (__) If Yes, complete the following:
Name of the company that performed the alternation or modification:
_____
(Address): _____
Complete description of the alterations or modifications.
_____
_____
(4) The material has been reconditioned. Yes (__) No (__) If Yes, complete the following:

**DLATERMCO4 (CONT)**
**CO4 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)**

(i) The price offered includes the cost of reconditioning /refurbishment. Yes (__) No (__)
(ii) Name of the company that reconditioned the material.
_____
(iii) Description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.
_____
_____
The material contains cure-dated components. Yes (__) No (__) If Yes, complete the following:
(i) The price includes replacement of cure-dated components. Yes (__) No (__)
(ii) Cure date: _____
(5) The material has data plates attached. Yes (__) No (__) If Yes, insert all information contained on the data plate. _____
_____
(6) The offered material is in its original package. Yes (__) No (__) If yes, complete the following:
Contract Number _____
NSN_____
CAGE Code_____
Part Number _____
Other Markings/Data_____
(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes (__) No (__)
If Yes, complete the following:
(i) The material being offered is from the same original Government contract nunumber as that provided previously. Yes (__) No (__)
(ii) State below the Government Agency and contract number under which the material was previously provided:
Agency _____
Contract Number_____
(8) The material is manufactured in accordance with a specification or drawing. Yes (__) No (__) If Yes, complete the following:
(i) The specification/drawing is in the possession of the offeror. Yes (__) No (__)
(ii) The offeror has stated the applicable information below: Yes (__) No (__)
Specification/Drawing Number _____
Revision (if any) _____
Date _____
(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes (__) No (__) If Yes, complete the following:
(i) Material has been re-preserved. Yes (__) No (__)
(ii) Material has been repackaged. Yes (__) No (__)
(iii) Percentage of material that has been inspected is ____%; and/or
(iv) Number of items inspected is _____
(v) A written report was prepared. Yes (__) No (__)
The offeror agrees that in the event of award and notwithstanding the provision of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection. The offeror will forward one of the following, within 24 hours of request by the contracting officer, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):
___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.
___ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (6) of this procurement note Yes __ No __)
___ When none of the above are available, other information to demonstrate that offered material was previously owned by the Government. Describe: _____
This procurement note only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items. If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as the samples submitted.
In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current

**DLATERMC04 (CONT)**
**C04 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2021)**

contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

**DLATERMC14**
**C14 CORRECTION OF NONCONFORMING PACKAGING OR MARKING (MAY 2020)**

(1) The Government may correct nonconforming packaging or marking for receipts of DLA- owned materiel if the estimated costs of correction are $1,000 or less. The contracting officer will advise the contractor of the discrepancy and that the Government has corrected the packaging or marking. The contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimbursement is required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.
(2) If the estimated costs of correction for receipts of DLA-owned materiel are more than $1,000, the contracting officer will advise the contractor of the discrepancy and have the materiel returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. If the Government remediates the discrepancy, the contracting officer will make a determination concerning appropriate reimbursement by the contractor for the Government's costs to correct the deficiencies. Upon determining that reimburseis required, the contracting officer will send a notice to the contractor. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

## PART I - THE SCHEDULE
## SECTION D
## PACKAGING AND MARKING

**CLIN: 0001**
**NIIN: 017140832** **ACTIVITY USE ONLY: TDP VERSION NO.: 001**
**ITEM NAME: SLAT ASSEMBLY, LBTX**

**5. PACKAGING**

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

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.
(1) The Contractor shall provide a unique item identifier for the following:
(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more; except for the following line items:

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

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

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

(If items are identified in the Schedule, insert "See Schedule" in this table.)
(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number < > .

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number < > .
(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.
(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that --
(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in

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

accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(C) Text Element Identifiers (TEIs)(Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.
(5) Unique item identifier.
(i) The Contractor shall-
(A) Determine whether to-
(1) Serialize within the enterprise identifier;
(2) Serialize within the part, lot, or batch number; or
(3) Use a DoD recognized unique identification equivalent; (e.g. Vehicle Identification Number): and
(B) Place the data elements of the unique item identifier (enterprise identifier; serial number: DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version:
(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
(ii) The issuing agency code-
(A) Shall not be placed on the item; and
(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii) or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
(1) Unique item identifier.
(2) Unique item identifier type.
(3) Issuing agency code (if concatenated unique item identifier is used).
(4) Enterprise identifier (if concatenated unique item identifier is used).
(5) Original part number (if there is serialization within the original part number)
(6) Lot or batch number (if there is serialization within the lot or batch number).
(7) Current part number (optional and only if not the same as the original part number).
(8) Current part number effective date (optional and only if current part number is used).
(9) Serial number (if concatenated unique item identifier is used).
(10) Government's unit acquisition cost.
(11) Unit of measure.
(12) Type designation of the item as specified in the contract schedule, if any.
(13) Whether the item is an item of Special Tooling or Special Test Equipment.
(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
(2) Unique item identifier of the embedded subassembly, component, or part.
(3) Unique item identifier type.**
(4) Issuing agency code (if concatenated unique item identifier is used).**
(5) Enterprise identifier (if concatenated unique item identifier is used)**
(6) Original part number (if there is serialization within the original part number).**
(7) Lot or batch number (if there is serialization within the lot or batch number).**
(8) Current part number (optional and only if not the same as the original part number).**
(9) Current part number effective date (optional and only if current part number is used).**
(10) Serial number (if concatenated unique item identifier is used.)**
(11) Description.
** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not

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

using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
(2) Embedded items shall be reported by one of the following methods-
(i) Use of the embedded items capability in WAWF;
(ii) Direct data submission to the IUID Registry following the procedures and formats at http:/dodprocurementtoolbox.com/site/uidregistry/; or
(iii) Via WAWF as a deliverable attachment for exhibit line item number < > , Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

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

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

1. PRESERVATION REQUIREMENTS
a. SYSTEM STOCK SHIPMENTS - The contractor shall preserve all items intended to enter the military distribution system for stock in accordance with the MIL-STD-2073-1, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Section B, Part I of the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Contractors should disregard the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with Title 49 Code of Federal Regulations (CFR); when HM = N the item is not regulated for transportation.
1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at http://qpldocs.dla.mil/.
b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS - Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951-18 (2023), "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.
c. GOVERNMENT-OWNED MATERIAL - In the event that the contract expires, is terminated, or completed, and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1.a.

2. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES
a. When ASTM D3951-18 (2023) is authorized for packaging and the item is considered Electrostatic Discharge sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2021, "For the Development of an ESD Control Program for - Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)."
b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT = GX) and the contractor's proposed item of supply is subject to degradation from ES/EM forces, contractors shall provide recommended packaging data with their proposals/quotes.

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

| | |
|---|---|
| Domestic Shipments (CONUS): | Level B |
| Overseas Shipments (OCONUS) (including Navy ships at sea): | |
| Via air, FPO, APO | Level B |
| Via freight forwarder | Level B |
| Via surface | Level A |

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

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

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

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

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

1) Procurement Instrument Identifier (PIID) - the 13-digit contract order number,

2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc.), and

3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc.).

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

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

| NSN | DESCRIPTION | QUANTITY PER UNIT PACKAGE | APPLICATION | FORM NUMBER |
|---|---|---|---|---|
| 0108LF5055300 | DLR Label 2in.x3in. | 100 | Unit Container | NAVSUP 1397-1 |
| 0108LF5055000 | DLR Label 3inx5in. | 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 O2-N2 | Green | Unit, intermediate and shipping |
| CP/VG* | SPECIAL CLEAN O2-N2 | GREEN | Unit, intermediate and shipping |

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

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

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

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

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

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

c. Use of nonstandard commercial pallets is prohibited.

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

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

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

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

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

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

b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "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 | |

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

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

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

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

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

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

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

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

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

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

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

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

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

12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES
a. Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.
b. Items that do not conform to the PPP&M requirements of this contract may have a Supply Discrepancy Report (SDR, SF-364) written against the contractor at the time of receipt.
c. The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor's expense.

(12-2025)

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

**CLIN: 0001**
**NIIN: 017140832** **ACTIVITY USE ONLY: TDP VERSION NO.: 001**
**ITEM NAME: SLAT ASSEMBLY, LBTX**

**4. QUALITY ASSURANCE**

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

4.2 Responsibility for Compliance - All items must meet all requirements of this contract/purchase order. The inspection set forth in this specification shall become a part of the Contractor's overall inspection system or quality program. The absence of any inspection requirements shall not relieve the Contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract/purchase order. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, not does it commit the Government to acceptance of defective material.

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

**52.246-16**
**RESPONSIBILITY FOR SUPPLIES (APR 1984)**

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

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

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

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

**WSSTERMEZ04**
**INSPECTION AND ACCEPTANCE - SHORT VERSION**

**WSSTERMEZ04 (CONT)**
**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)

**DLATERMEO5**
**EO5 PRODUCT VERIFICATION TESTING (MAY 2020)**

(1) Product verification testing (PVT) under this procurement note will only apply when the contracting officer specifically invokes it in writing. The contracting officer may invoke PVT at or after contract award. If the contracting officer invokes PVT at contract award, the contract will explicitlystate this testing requirement. If the contracting officer invokes PVT after contract award, the contracting officer shall notify the contractor and the cognizant DCMA ACO. The Government will perform PVT testing at a Government-designated testing laboratory.
(2) The contractor shall not ship or deliver any material until it receives notification of the acceptable PVT results, unless the contracting officer directs it to do so in writing The Government will provide the PVT results to the contractor within 20 business days after receipt at the Government testing facility, unless the Government specifies otherwise in writing.
(3) The contractor shall provide and maintain an inspection system acceptable to the Government in accordance with FAR Clause 52.246-2 or 52.246-3; and maintain and make available all records evidencing those details if requested by the Government. When the Government finds evidence of risk associated with the contractor's sampling process, the Government may witness and evaluate the contractors sampling process. The contractor shall randomly select samples from the production lot(s), unless the contracting officer specifies otherwise in writing. The contractor shall ship the selected PVT samples with a copy of the system of record receiving report (i.e., WAWF, DD Form 250, or commercial shipping document) and the contractor's signed DD Form 1222. The contractor shall prepare the shipping container(s) by marking the external packages in bold letters, "Product Verification Test Samples - Do Not Post to Stock," Contract Number (contractor insert) and Lot/Item Number (contractor insert)" adjacent to the MIL-STD-129 (latest revision) identification markings. The contractor shall use a hard copy the system of record receiving report as a packing list, in accordance with DFA Appendix F. The contractor shall mark the exterior of the shipping container iaccordance with MIL-STD- 129 (latest revision), paragraph 5.11. The contractor shall send samples by traceable means (e.g., certified or registered mail, Uni Parcel Service, Federal Express). The contractor shall include the following in the interior package:
(a) Hard copies of the contract;
(b) Material certifications/process operation sheets; and
(c) Drawings used to manufacture the units and return shipping information.
(4) The Government will return samples that pass testing and are not destroyed evaluation to the contractor at the Government's expense for the contractor to include as part of the total contract quantity to be delivered under the contract. The contractor and Government may agree to dispose of samples not destroyed when the cost of the item does not justify the shipping expense. If the Government does not return approved samples that pass testing to the contractor, the Government will consider those samples as part of the contract quantity for payment and delivery.
(5) If samples fail testing, the Government may reject the entire contract lot from which the contractor took the samples. The Government may, at its discretion, retain samples that fail testing without obligation to the contractor.

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

**52.242-17**
**GOVERNMENT DELAY OF WORK (APR 1984)**

**52.247-29**
**F.O.B. ORIGIN (FEB 2006)**

**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.

**52.242-15 (CONT)**
**STOP-WORK ORDER (AUG 1989)**

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 --

**52.247-58**
**LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)**

**WSSTERMFZ02**
**TRANSPORTATION ASSISTANCE**

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

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

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

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

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

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

**252.204-7022**
**EXPEDITING CONTRACT CLOSEOUT (MAY 2021)**

(a) At the conclusion of all applicable closeout requirements of Federal Acquisition Regulation 4.804, the Government and Contractor shall mutually agree on the residual dollar amount remaining on the contract. Both the Government and Contractor agree to waive payment of any residual dollar amount of $1,000 or less to which either party may be entitled at the time of contract.

(b) A residual dollar amount includes all money owed to either party at the end of the contract and as a result of the contract, excluding amounts connected in any way with taxation or a violation of law or regulation.

(c) For purposes of determining residual dollar amounts, offsets (e.g., across multiple contracts or orders) may be considered only to the extent permitted by law.

**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

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

Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

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

( < > )(Contracting Officer: Insert either Invoice 2in1 or the applicable invoicece 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> ) |

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

| | |
|---|---|
| Issue By DoDAAC | ( <SPRMM1> ) |
| Admin DoDAAC | ( <TBD> ) |
| Inspect By DoDAAC | ( <TBD> ) |
| Ship To Code | ( <TBD> ) |
| Ship From Code | ( <TBD> ) |
| Mark For Code | ( < > ) |
| Service Approver (DoDAAC) | ( < > ) |
| Service Acceptor (DoDAAC) | ( <TBD> ) |
| Accept at Other DoDAAC | ( < > ) |
| LPO DoDAAC | ( < > ) |
| DCAA Auditor DoDAAC | ( < > ) |
| Other DoDAAC(s) | ( < > ) |

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

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

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

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

(g) WAWF point of contact.

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

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

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

## PART II - CONTRACT CLAUSES
## SECTION I
## CONTRACT CLAUSES

**252.226-7001**
**UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NAT IVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)**

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

**52.215-8**
**ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (DEV 2026-00048)(MAR 2026)**

**252.225-7021**
**TRADE AGREEMENTS-BASIC (FEB 2024)**

**52.215-14**
**INTEGRITY OF UNIT PRICES (NOV 2021)**

52.215-14 is Incorporated by Reference (IBR).

( < > ) Alternate I (OCT 1997) As prescribed in 15.408(f)(2), substitute the following paragraph (b) for

**52.215-14 (CONT)**
**INTEGRITY OF UNIT PRICES (NOV 2021)**

paragraph (b) of the basic clause:

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

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

**52.203-6**
**RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)**

(a) Except as provided in (b) below, the contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontractors under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition regulation 2.101 on the date of subcontract award.

Alternate I (NOV 2021). As prescribed in 3.503-2, substitute the following paragraph (b) of the basic clause:
(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

**52.215-18**
**REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (DEV 2026-00048)(MAR 2026)**

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

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

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

**252.231-7000**
**SUPPLEMENTAL COST PRINCIPLES (DEC 91)**

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**52.219-9**
**SMALL BUSINESS SUBCONTRACTING PLAN (DEV 2026-00037)(FEB 2026)**

52.219-9 (DEV 2026-00037)(FEB 2026) is Incorporated by Reference (IBR).

The clause with its specified Alternate applies if checked off below:
< > Alternate I (DEV 2026-00037)(FEB 2026)
< > Alternate II (DEV 2026-00037)(FEB 2026)
< > Alternate III (DEV 2026-00037)(FEB 2026)
< > Alternate IV (DEV 2026-00037)(FEB 2026)

**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

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

(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)**

**52.222-36**
**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEV 2026-00040)(FEB 2026)**

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

If checked, the alternate below applies:
( < > ) Alternate I (JUL 2014). As prescribed in 22.1401-2(a)(2), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:
(List term(s))
< >
< >
< >

**252.205-7000**
**PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)**

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

**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

**252.247-7023 (CONT)**
**TRANSPORTATION OF SUPPLIES BY SEA (OCT 2024)**

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), whenthe contract is not a construction contract.)

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents-templates/)

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

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 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

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

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.

**52.222-20**
**CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (DEV 2026-00040)(FEB 2026)**

**252.219-7996**
**SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)-BASIC (DEV 2026-00037)(FEB 2026)**

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

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

If checked, the alternate below applies:
( < > ) ALTERNATIVE I -SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2026-00037) (FEB 2026)
( < > ) ALTERNATIVE II -SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2026-00037) (FEB 2026)

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

252.203-7001
PROHIBITIONS ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (JAN 2023)

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

252.204-7000
DISCLOSURE OF INFORMATION (OCT 2016)

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

252.244-7998
CONTRACTOR PURCHASING SYSTEM ADMINISTRATION-BASIC (DEVIATION 2026-00015)

252.244-7998 (Class Deviation 2026-00015) is Incorporated by Reference (IBR).
If alternate if checked it applies.
< > Alternate I (Jan 2025)

52.203-3
GRATUITIES (APR 1984)

52.203-8
CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

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

52.219-8
UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2026-00037) (FEB 2026)

252.243-7001
PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

52.232-25
PROMPT PAYMENT (JAN 2017)

252.225-7025
RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

252.225-7052
RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)

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

**52.202-1**
**DEFINITIONS (JUN 2020)**

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

**52.209-6**
**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (DEV 2026-00040)(FEB 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)**

**252.225-7013**
**DUTY-FREE ENTRY (AUG 2025)**

**52.232-1**
**PAYMENTS (APR 1984)**

**252.225-7009**
**RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023)**

**52.232-8**
**DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**

**52.232-11**
**EXTRAS (APR 1984)**

**52.232-17**
**INTEREST (MAY 2014)**

**252.243-7002**
**REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)**

**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-O0034)

52.209-10
PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEV 2026-O0042)
(FEB 2026)

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

52.253-1
COMPUTER GENERATED FORMS (JAN 1991)

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

52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

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

252.225-7967
PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024-O0006, REV
ISION 1) (FEB 2024)

52.227-1
AUTHORIZATION AND CONSENT (JUN 2020)

252.240-7997
NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (DEVIATION 2026-O0025)(FEB 2026)

252.244-7999
SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEV 2026-O0015)(FE
B 2026)

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

52.233-3
PROTEST AFTER AWARD (DEVIATION 2026-O0026)(FEB 2026)

52.242-13
BANKRUPTCY (JUL 1995)

52.247-63
PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)

52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEV 2026-O0040)(FEB 202
6)

52.223-3
HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEV 2026-O0018)(FEB 2026)

52.233-1
DISPUTES (DEVIATION 2026-O0026)(FEB 2026)

52.232-39
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

52.215-2
AUDIT AND RECORDS - NEGOTIATION (DEV 2026-00048)(MAR 2026)

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

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

52.210-1
MARKET RESEARCH (DEVIATION 2026-00021)(FEB 2026)

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

52.242-5
PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

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

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

52.240-90
SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEV 20
26-00025)(FEB 2026)

52.222-90
ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEV 2026-00038)(APR 2026)

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

CLIN: 0001
NIIN: 017140832 ACTIVITY USE ONLY: TDP VERSION NO.: 001
ITEM NAME: SLAT ASSEMBLY, LBTX

| DOCUMENT NAME | EXHBT/ATTCHMNT |
|---|---|
| NOTES | ATTACHMENT 1 |

## 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.

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

(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.

**52.219-1**
**SMALL BUSINESS PROGRAM REPRESENTATIONS (DEV 2026-00037)(FEB 2026)**

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

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

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

Small business concern--
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
(2)Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1) of this definition.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is <325998> (insert NAICS code).
(2) The small business size standard is <650> (insert size standard).
(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-
(i) Is set aside for small business and has a value above the simplified acquisitionthreshold:
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.
(1) The offeror represents as part of its offer that-
(i) it ( ) is, ( ) is not a small business concern; or
(ii) it ( ) is, ( ) is not a small business joint venture that complies with the requirements of 13 CFR

**52.219-1 (CONT)**
**SMALL BUSINESS PROGRAM REPRESENTATIONS (DEV 2026-00037)(FEB 2026)**

121.103(h) and 13 CFR 125.8(a) and (b). (The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.)

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

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

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

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

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

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

(1) Punished by imposition of fine, imprisonment, or both
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act.

( < > ) ALTERNATE I (Reserved)

( < > ) ALTERNATE II (MAR 2023). As prescribed in 19.101(a)(2)(ii)(B), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

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

| NAICS code | Size Standard |
|---|---|
| ___( < > )_____ | ____( < > )_____ |
| ___( < > )_____ | ____( < > )_____ |
| ___( < > )_____ | ____( < > )_____ |
| ___( < > )_____ | ____( < > )_____ |

(Contracting Officer to insert NAICS codes and size standards).

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

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

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

**52.219-1 (CONT)**
**SMALL BUSINESS PROGRAM REPRESENTATIONS (DEV 2026-00037)(FEB 2026)**

| NAICS code | Small Business concern (yes/no) |
|---|---|
| __( < > )_____ | ___( < > )_____ |
| __( < > )_____ | ___( < > )_____ |
| __( < > )_____ | ___( < > )_____ |
| __( < > )_____ | ___( < > )_____ |

(Contracting Officer to insert NAICS codes.)

**252.209-7004**
**SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAY 2019)**

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

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

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

( <X> ) (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
( <X> ) (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.
( <X> ) (iii) 252.225-7020, Trade Agreements Certificate.
( < > ) Use with Alternate I.
( < > ) (iv) 252.225-7031, Secondary Arab Boycott of Israel.
( <X> ) (v) 252.225-7035, Buy American-Free Trade Agreements-Balanceof 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-BasedPayments-Representation.
Payments-Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 andparagraph (f) of this provision have been entered or updated within the last 12months, 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

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

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)**

**252.225-7010**
**COMMERCIAL DERIVATIVE MILITARY ARTICLES -SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)**

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). THE OFFEROR'S DESIGNATION OF AN ITEM AS A "COMMERCIAL DERIVATE MILITARY ARTICLE" WILL BE SUBJECT TO GOVERNMENT REVEW AND APPROVAL.

_____
_____

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, AND IF THE GOVERNMENT APPROVES THE DESIGNATION OF THE LISTED ITEM(S) AS COMMERCIAL DERIVATIVE MILITARY ARTICLES, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the p roduction of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

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

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

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

(1) Federal Insecticide, Fungicide and Rodenticied Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;

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

(4) Federal Hazardous Substances Act: or
(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert "NONE".) ACT

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

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

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

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

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

**52.209-5**
**CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEV 2026-00042)(FEB 2026)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--
(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have" the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have ( ), have not ( ), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
(1) The tax liability is finally determined. The liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The Offer has ( ), has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilites within a business entity (e.g, general manager; plant

**52.209-5 (CONT)**
**CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEV 2026-00042)(FEB 2026)**

manager; head of a division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

**252.225-7966**
**PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS-REPRESENTATION (DEVIATION 2024-00006, REVISION 1) (FEB 2024)**

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

(a) Definitions. As used in this provision-

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

"Federal contracts and grants with total value greater than $10,000,000" means-
(1) The total value of all current, active contracts and grants, including all priced options' and
(2) The total value of all currnet, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information.
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary

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

fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in-
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damges in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

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

**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) -

(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 Unclassiified 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 authoried 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;

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

(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 dvantageous to the Government.

_____

_____

_____

_____

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

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

**52.209-13**
**VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEV 2026-00042)(FEB 2026)**

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

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

**52.209-13 (CONT)**
**VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (DEV 2026-00042)(FEB 2026)**

____ (1) The Offeror certifies that --

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

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

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

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

**WSSTERMKZO1**
**PRICING INFORMATION**

**WSSTERMKZO1 (CONT)**
**PRICING INFORMATION**

(A) Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable," the following information is requested if available:

1. A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

2. A statement that such catalog or established price list: (a) Is regularly maintained

(b) Is published or otherwise available for inspection by customers.

(c) States the prices at which sales are currently made to a number of buyers.

3. A statement that such articles are commercial products sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list or;

4. A statement that the price quoted herein including consideration of any discount or rebate arrangement, does not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

(B) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities similar to the quantities required hereunder.

| DATE OF SALE | QUANTITY OF QUOTATION | UNIT PRICE | CUSTOMER CONTRACT NO. | CUSTOMER |
|---|---|---|---|---|

(C) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers as shown below:

| CONTRACT NO. | PRODUCTION LOT NO. | DATE RELEASED | DATE OF ANTICIPATED CUSTOMER RELEASE |
|---|---|---|---|

(D) Offerors are requested to advise the Government buyer if they are in possession of any other Government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(E) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.
(10-23)

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

**52.233-2**
**SERVICE OF PROTEST (DEVIATION 2026-00026)(FEB 2026)**

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

**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:

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

**252.222-7006**
**RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (JAN 2023)**

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

"Covered subcontractor" means any entity that has a subcontract valued in excess of $1 million, except a subcontract for the acquisition of commercial products or commercial services, including commercially available off-the-shelf items.

"Subcontractor" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor --
(1) Agrees not to --
(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independant contractor agree to resolve through arbitration --
(A) Any claim under title VII of the Civil Rights Act of 1964; or
(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration-
(A) Any claim under title VII of the Civil Rights Act of 1964; or
(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision,or retention; and
(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.
(c) The prohibitions of this clause do not apply with respect to a contractors or subcontractors agreements with employees or independent contractorors that may not be enforced in a court of the United States.
(d) The Secretary of Defense may waive the applicability of the restrictionsof paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

**52.216-1**
**TYPE OF CONTRACT (DEV 2026-00045)(MAR 2026)**

The Government contemplates award of a < > (Contracting Officer insert specific type of contract) contract resulting from this solicitation.

**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

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

certified for national defense, emergency prepardeness, 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)**

**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 indpendent 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**

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

**DLATERMLO4**
**LO4 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

**DLATERMLO4 (CONT)**
**LO4 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

Exact product applies to contract line-item(s) (CLIN(s)): _____
CAGE code _____ part number _____

Alternate product applies to CLIN(s):_____
CAGE code _____ part number _____

Superseding part number applies to CLIN(s): _____ CAGE code _____ part number _____
Identify reason for superseding part number:
Administrative P/N change only: Yes____ No____
Minor change/No change in configuration: Yes____ No____

Previously-approved product applies to CLIN(s): _____
Contract or Solicitation Number: _____
CAGE code _____ part number _____

Correction to CAGE/Part Number applies to CLIN(s) _____
CAGE code in error/same corporation, different division Yes ___ No___
CAGE code in error/sold to different corporation Yes ___ No___

Part number not recognized Yes ___ No___
Obsolete part number Yes ___ No___
Other Yes ___ No___

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offer or of an exact product must meet one of the descriptions below.
(1) An approved source offering its part number cited in the item description;
(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;
(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved sources name and part number, and sell the item directly to the Government.
(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(c) Alternate product.
(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:
(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number and sell the item directlyto the Government;
(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;
(iii) An offeror of a reverse-engineered product that is not cited inthe item description; or
(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.
(2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

**DLATERML04 (CONT)**
**L04 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

(g) Traceability documentation.
(1) The contracting officer may request evidence of the technical acceptability of the product offered.

**THE EVIDENCE MUST BE SUBMITTED WITHIN 2 DAYS, OR AS OTHERWISE SPECIFIED, OR THE OFFER WILL NOT BE CONSIDERED.**

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceabilityevidence of the identity of the item and its manufacturing source whenrequested by the contracting officer.
(i) If offered item(s) are not in stock or not yet manufactured a copyof an original quotation from the approved source to the offeror identifyingexact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.
(iii) If the offeror is an authorized dealer/distributor, orManufactures the item for an approved source, a copy of the contractualagreement with, or the express written authority of, the approved source tobuy, stock, repackage, sell, or distribute the part. The agreement mustspecifically identify the exact item, or otherwise ensure that the offeror isauthorized by the approved source to manufacture or distribute the exact itembeing acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation toaddress the exact item being acquired.
(iv) Other verifiable information.
(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configurationof the part.
(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

(h) Alternate offer data.
(1) The contracting officer may request drawings, specifications, or otherdata necessary to clearly describe the characteristics and features of analternate offer. Data submitted shall cover design, materials, performance,function, interchangeability, inspection or testing criteria, and othercharacteristics of the offered product. The contracting officer may alsorequest drawings and other data covering the design, materials, etc., of theexact product cited in the item description if the Agency does not possessdata sufficient to evaluate the alternate product.

**THE DATA MUST BE SUBMITTED WITHIN 10 DAYS, OR AS OTHERWISE SPECIFIED,
OR THE OFFER WILL NOT BE CONSIDERED.**

(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (i.e., invoicefrom an approved source or submission of samples having markings of anapproved source); number of samples that were examined; the process/logicused; raw data (measurements, lab reports, test results) used to preparedrawings or specifications for the offered item; any additional evidence thatindicates the reverse-engineered item will function properly in the enditem; and any evidence that life cycle/reliability considerations have beenanalyzed.

(j) Evaluation of alternate offers.
If the solicitation does not provide for evaluation of alternate offers forthe current procurement, the offeror may submit a request for evaluation ofthe alternate products technical acceptability for future procurements of thesame item. The request for evaluation shall cite the national stock number(NSN) of the exact product and include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the contracting officer.

**DLATERML06**
**L06 AGENCY PROTESTS (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contractingofficer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

**DLATERML31**
**L31 ADDITIVE MANUFACTURING (JUN 2018)**

**DLATERML31 (CONT)**
**L31 ADDITIVE MANUFACTURING (JUN 2018)**

(1) Additive manufacturing (AM) is a process of joining materials to make objects from three- dimensional (3D) model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, which remove material from areas where it is not desired, or other traditional manufacturing technologies, such as molding or stamping.
(2) Unless AM is specifically authorized in the solicitation/contract, quotes/offers may not include parts or supplies made using the additive manufacturing process. The Government will not evaluate offers that include an item or items produced using AM, and such offers are not eligible for award for the current procurement. A quoter/offeror proposing to supply an AM- produced item may submit a request to the contracting officer for approval of the item for evaluation by the Engineering Support Activity (ESA) for acceptability for future procurements of the same items.
(3) If an item produced using AM is presented to the Government for inspection and acceptance that was not authorized in the solicitation/contract, the Government may reject the item as nonconforming.

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:
(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.
(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.
(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

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

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

**DLATERMMZ02**
**M06 EVALUATION OF OFFERS FOR PART NUMBERED ITEMS (SEP 2016)**

Offers of alternate product will not be evaluated for the contract action if:

(1) The solicitation is automated;
(2) It does not meet the dollar threshold for savings, after an evaluation factor of $600 is applied for coordination with each ESA; or
(3) When the time proposed for award does not permit evaluation and delay of award would adversely affect the Government.

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

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

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

## CONSIGNMENT INSTRUCTIONS

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

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

**CLIN: 0001**
**NIIN: 017140832** **ACTIVITY USE ONLY: TDP VERSION NO.: 001**
**ITEM NAME: SLAT ASSEMBLY, LBTX**

**6. NOTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2 In accordance with OPNAVINST 5510.1 all documents and drawings provided by the U.S. Navy to perspective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.
There are 7 (seven) seperate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:
A... approved for public release; distribution is unlimited.
B... distribution authorized to US Governments agencies only.

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

6.3 Notice To Distributors/Offerors - Consideration for award of contract shall be given only to authorized distributors of the original manufacturer's item represented in this solicitation. If you desire to be considered as a potential source for award of this contract, proof of being an authorized distributor shall be provided on company letterhead signed by a responsible company official and sent with your offer to the Procurement Contracting Officer.