# REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE



| 1. REQUEST NO. | 2. DATE ISSUED | 3. REQUISITION/PURCHASE REQUEST NO. | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING |
|---|---|---|---|---|
| N0038326QA093 (FMS Requirement) | 06 Jul 2026 | | | DO-A1 |

5a. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT
PHILADELPHIA, 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5098 UNITED STATES

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

| NAME | TELEPHONE NUMBER | |
|---|---|---|
| | AREA CODE | NUMBER |
| Hayden Young | 771 | 229-0610 |

7. DELIVERY ☐ FOB DESTINATION ☒ OTHER (See Schedule)

8. TO:

| a. NAME | b. COMPANY |
|---|---|
| | |

c. STREET ADDRESS

d. CITY | e. STATE | f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE

b. STREET ADDRESS

c. CITY

d. STATE | e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

05 Aug 2026

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

## 11. SCHEDULE (Include applicable Federal, State and local taxes)

| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | See Schedule | | | | |

| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS NUMBER | PERCENTAGE |
|---|---|---|---|---|---|
| | | | | | |

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

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY | e. STATE | f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)

b. TELEPHONE AREA CODE NUMBER

c. TITLE (Type or print)



FMS Requirement

# Section A - Solicitation/Contract Form

N0038325PR0R759_FMS REPAIR

NOTE:
NO FAST PAY.
THE CONTRACTOR IS REQUIRED TO SHIP BY TRACEABLE MEANS.
SEND A NOTIFICATION OF SHIPMENT TO BOTH THE PCO AND NAVSUP WSS REPAIR MANAGER:
MICHAEL T. SOTHERN,MICHAEL.SOTHERN@NAVY.MIL,
GOVERNMENT SOURCE INSPECTION IS REQUIRED.
CONTACT DCMC TRANSPORTATION OFFICER FOR SHIPPING INSTRUCTIONS.
PACKAGING AND MARKING SHALL BE IN ACCORDANCE WITH BEST STANDARD COMMERCIAL PACKAGING FOR OVERSEAS SHIPMENT. IF AN ITEM IS FOUND TO BE EITHER BEYOND ECONOMICAL REPAIR (BER) OR BEYOND REPAIR (BR), THE CONTRACTOR SHALL NOTIFY THE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) QUALITY ASSURANCE REPRESENTATIVE (QAR)
FOR VERIFICATION OF THE ITEM'S CONDITION. THE QAR WILL PROVIDE THEIR ASSESSMENT OF
THE ITEM'S CONDITION ALONG WITH ANY OTHER PERTINENT INFORMATION TO THE DCMA ADMINISTRATIVE CONTRACTING OFFICER (ACO). THE ACO WILL ROUTE THE INFORMATION TO
THE NAVSUP WSS PROCUREMENT CONTRACTING OFFICER (PCO). THE CONTRACTOR SHALL NOT
SCRAP OR CANNIBALIZE THE ITEM UNTIL WRITTEN AUTHORIZATION IS PROVIDED BY THE NAVSUP WSS PCO.

THROUGHPUT CONSTRAINT, AND INDUCTION EXPIRATION DATE INCLUDED IN CLIN REMARKS BELOW ARE DEFINED AS FOLLOWS:

REPAIR TURNAROUND TIME (RTAT): THE CONTRACTUAL DELIVERY REQUIREMENT IS MEASURED
FROM ASSET RETURN TO THE DATE OF ASSET ACCEPTANCE UNDER THE TERMS OF THE CONTRACT
(DAYS).

THROUGHPUT CONSTRAINT: TOTAL ASSETS TO BE REPAIRED MONTHLY AFTER INITIAL DELIVERY
COMMENCES. A THROUGHPUT OF 0000/MONTH REFLECTS NO THROUGHPUT CONSTRAINT.
INDUCTION EXPIRATION DATE: ANY ASSET RECEIVED AFTER THIS DATE IN DAYS IS NOT AUTHORIZED TO BE REPAIRED WITHOUT BI-LATERAL AGREEMENT BETWEEN THE VENDOR AND
CONTRACTING OFFICER.

THE CONTRACTOR MUST OBTAIN FINAL INSPECTION AND ACCEPTANCE BY THE GOVERNMENT FOR
ALL ASSETS WITHIN THE RTATS ESTABLISHED IN THIS CONTRACT. ANY UNITS THAT MEET THE
RTAT REQUIREMENT WITHIN THE SUBCLIN REMARKS SHALL BE PRICED AT THE UNIT PRICE ESTABLISHED IN THIS CONTRACT.

THROUGHPUT CONSTRAINT: TOTAL ASSETS TO BE REPAIRED MONTHLY AFTER INITIAL DELIVERY
COMMENCES. A THROUGHPUT OF 0000/MONTH REFLECTS NO THROUGH PUT CONSTRAINT.

INDUCTION EXPIRATION DATE: ANY ASSET RECEIVED AFTER THIS DATE IN DAYS IS NOT AUTHORIZED TO BE REPAIRED WITHOUT BI-LATERAL AGREEMENT BETWEEN THE VENDOR AND
CONTRACTING OFFICER.

THE CONTRACTOR MUST OBTAIN FINAL INSPECTION AND ACCEPTANCE BY THE GOVERNMENT FOR
ALL ASSETS WITHIN THE RTATS ESTABLISHED IN THIS CONTRACT. ANY UNITS THAT MEET THE
RTAT REQUIREMENT WITHIN THE SUBCLIN REMARKS SHALL BE PRICED AT THE UNIT PRICE ESTABLISHED IN THIS CONTRACT.

PRICE REDUCTIONS
ANY ASSETS FOR WHICH THE CONTRACTOR DOES NOT MEET THE REQUIRED RTAT WILL INCUR A
PRICE REDUCTION OF TBD PER UNIT. THIS ADJUSTMENT WILL BE IMPLEMENTED VIA A RECONCILIATION MODIFICATION AT THE END OF CONTRACT PERFORMANCE. PRICE REDUCTIONS
MADE PURSUANT TO THIS SECTION SHALL NOT LIMIT OTHER REMEDIES AVAILABLE TO THE GOVERNMENT FOR FAILURE TO MEET REQUIRED RTATS, INCLUDING BUT NOT LIMITED TO THE
GOVERNMENT’S RIGHT TO TERMINATE FOR DEFAULT.

RECONCILIATION
A RECONCILIATION MODIFICATION WILL BE ISSUED AFTER FINAL INSPECTION AND ACCEPTANCE
OF ALL ASSETS INDUCTED UNDER THIS CONTRACT. THE PARTIES HAVE AGREED TO A PRICE (SHOWN ON THE SCHEDULE PAGE) FOR EACH UNIT AT THE NEGOTIATED RTAT. SUCH PRICES ARE
BASED ON THE CONTRACTOR MEETING THE RTAT REQUIREMENTS DESCRIBED WITHIN THE SCHEDULE PAGE. IF THE CONTRACTOR DOES NOT MEET THE APPLICABLE RTAT REQUIREMENT,
THE PRICE ADJUSTMENT AS STATED SHALL BE APPLICABLE.

# Section B - Supplies or Services & Prices or Costs

## Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | FMS CASE: SZ-MAB<br>REQ: PSZCE452040001<br>NSN: 4920016004481<br>PN: 620410-08-03<br>NOMEN: CABLE ASSEMBLY, INTE<br>SN: 16067<br>CAGE: 6VSE4<br>ROR MANAGER: MICHAEL SOTHERN<br><br>National Stock Number: 4920-01-600-4481 | | | | |
| 0001AA | PSZCE452040001 S/N: 16067<br><br>National Stock Number: 4920-01-600-4481<br>Pricing Arrangement: Firm Fixed Price | 1 | Each | | |

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMBA00 CONTACT INFORMATION (Dec 2020)**

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

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

Code N723.07 Weapon System LRC: B5G

Telephone: 771-229-0610

E-Mail: hayden.j.young3.civ@us.navy.mil

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

**WSSTERMBZ01 IMPORTANT NOTICE REGARDING INVENTORY TRANSACTION REPORTING (Aug 2023)**

Inventory transaction reporting requirements have changed for NAVSUP Weapon System Support (NAVSUPWSS) contracts. These requirements are detailed in Section F, and the contractor should read this section carefully to ensure compliance. Detailed information on Commercial Asset Visibility (CAV) Repairables Portal (RP) reporting requirements can be found in the CAV Statement of Work (SOW) located at:

https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/

Questions can be addressed to usn.philadelphia.navsupwssphil.mbx.cavsaar@us.navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) and to usn.mechanicsburg.navsupwssmech.mbx.mech-cav-saar@us.navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

**WSSTERMBZ04 IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL (Sep 2006)**

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

(1) identify any hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and

(2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

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

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVICP HAZMAT point of contact, NAVSUP WSS Code N26 Director Jeff Whitman, at (564) 230-3019 or jeff.w.whitman.civ@us.navy.mil.

# Section C - Description/Specifications/Statement of Work

## Requirements

FMS CASE: SZ-MAB
REQ: PSZCE452040001
NSN: 4920016004481
PN: 620410-08-03
NOMEN: CABLE ASSEMBLY, INTE
SN: 16067
CAGE: 6VSE4
ROR MANAGER: MICHAEL SOTHERN

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMCZ01 CONFIGURATION MANAGEMENT AND CONTROLS (Nov 2023)**

**Prescription: Required in all Navy Aviation (Phil only) solicitations/contracts**

**1.0 Configuration Management**

**1.1** The cognizant Naval Air Systems Command (NAVAIR) Program Manager will maintain configuration control and change authority for all items in this contract.

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

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

**2.0 Engineering Changes**

**2.1** The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the Contractor due to a misclassification of an Engineering Change Proposal (ECP) by the Contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. ECP's are classified as Class I (Major) or Class II (Minor). For detailed classification criteria refer to the 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 NAVAIR Program Office prior to any Class I ECP submission. The Contractor must submit all Class I changes, via the Defense Contract Management Agency (DCMA) Contract Management Office (CMO) and the Procurement Contracting Officer (PCO), to the cognizant NAVAIR Program Office for approval or disapproval. The Contractor must notify the 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 NAVAIR Program Office will approve or disapprove of all Class I changes. Any approved Class I change may necessitate contract changes by the contracting officer, 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:** Any Class II change involving a Critical Safety Item (CSI) must be submitted to the PCO for NAVAIR Program Office approval unless NAVAIR has delegated approval authority to the cognizant DCMA CMO. For Class II changes to items without a criticality determination, the items will be considered CSI for the purposes of processing in accordance with this paragraph. Class II changes related to non-CSI's must be submitted to the cognizant DCMA CMO for concurrence in classification and may be implemented only upon receiving DCMA concurrence. 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 approved configuration. RFV's are classified as Critical, Major, or Minor. For detailed classification criteria refer to the DD Form 1694 instructions sheet. Any variance requests to CSI's must be classified as major, at a minimum. For variances to items without a criticality determination, the items will be considered CSI for the purposes of processing and classified as a major, at a minimum. Variance requests shall 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 submitted to the NAVSUP WSS RFV Review Team at usn.philadelphia.navsupwssphil.mbx.rfv-review-team@us.navy.mil.

**NOTE:** Should a variance be discovered after product delivery, the Contractor must notify the PCO and NAVSUP WSS Quality (NOE_N22@us.navy.mil).

**3.1.1 Critical/Major Variances:** The Contractor must submit all critical/major variance requests, via the DCMA CMO and the PCO, to the cognizant NAVAIR Program Office 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 approved by the cognizant DCMA CMO.

**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 critical, major, or minor variance.

**WSSTERMCZ05 CONFIGURATION MANAGEMENT – MARITIME (Nov 2023)**

**Prescription: Required in all Navy Maritime (Mech only) solicitations/contracts**

**1.0 Configuration Management**

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

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

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

**2.0 Engineering Changes**

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

**NOTE:** Any ECP or notification of an ECP submitted to the PCO in accordance with this paragraph must also be copied to the NAVSUP WSS CM Team at usn.philadelphia.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.

# Section D - Packaging and Marking

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMDZ03 PRESERVATION, PACKAGING, PACKING AND MARKING (Nov 2025)**

**PRESERVATION, PACKAGING, PACKING AND MARKING**

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

**1. PRESERVATION REQUIREMENTS**

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

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

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

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

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

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

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

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

Domestic Shipments (CONUS): Level B

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

Via air, FPO, APO Level B

Via freight forwarder Level B

Via surface Level A

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

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

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

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

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

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

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

3) NAVSUP WSS authorizes contractors to create and print their own DLR labels.

Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow "DLR" text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as 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 2 in. x 3 in. | 100 | Unit Container | NAVSUP 1397-1 |
| 0108LF5055000 | DLR Label 3 in. x 5 in. | 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 | RED | Unit, intermediate and shipping (size permitting) |

| | | | |
|---|---|---|---|
| | LEVEL 1 | | |
| D4/D5/D7 | DSS-SOC | RED | Unit, intermediate and shipping (size permitting) |
| C1 * | LEVEL 1 SPECIAL<br>CLEAN O2-N2 | GREEN | Unit, intermediate and shipping |
| CP/VG * | SPECIAL CLEAN<br>O2-N2 | GREEN | Unit, intermediate and shipping |
| 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) for OCONUS shipments for OCONUS shipments.

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

b. Failure to comply with the requirements of ISPM 15 may result in refusal 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<br>IAW MIL-STD-2073-1 |
|---|---|---|
| 8145 002609548 | P069-2 | N 001 000 GX 1 00 K3 LT B ED<br>UCL = B<br>SPMK = 39<br>PACK = QFF |
| 8145 002609556 | P069-1 | |
| 8145 002609559 | P069-3 | |
| 8145 002609562 | P069-4 | |
| 8145 010124088 | P069-6 | |
| 8145 010140440 | P069-5 | |
| 8145 011644073 | P069-7 | |

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

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, FB4479, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

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

# Section E - Inspection and Acceptance

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.246-2 | Inspection of Supplies-Fixed-Price. | Aug 1996 | | |
| 52.246-15 | Certificate of Conformance. | Apr 1984 | | |
| 52.246-16 | Responsibility for Supplies. | Apr 1984 | | |

**FAR Clauses Incorporated by Full Text**

**52.246-11 Higher-Level Contract Quality Requirement. (Dec 2014)**

Higher-Level Contract Quality Requirement (Dec 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO9001

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

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMEZ03 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Nov 2014)**

(a)

ISO 9001 Quality Management Systems - Requirements

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Quality Management System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(b) Measuring and Test Equipment

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Calibration Standard that you intend to use. Your proposed standard will be reviewed and assessed for suitability and equivalency.

(c) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission.

Enclosure (1)

**WSSTERMEZ04 INSPECTION AND ACCEPTANCE – SHORT VERSION (May 2022)**

Supplies furnished hereunder shall be inspected at . Acceptance shall be at .

Manufacturing Site: TBD

Address: TBD

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: TBD

Address: TBD

# Section F - Deliveries or Performance

Overall Contract Delivery Period

Government
Origin (Shipping Point)

| Line Item | Delivery Schedule | Quantity | Address and POC | Special Handling/Notes |
|---|---|---|---|---|
| 0001 | | | | FoB Details<br>Government<br>Origin (Shipping Point) |
| 0001AA | | 1 Each | | FoB Details<br>Government<br>Origin (Shipping Point) |

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.242-17 | Government Delay of Work. | Apr 1984 | | |
| 52.247-29 | F.o.b. Origin. | Feb 2006 | | |
| 52.247-30 | F.o.b. Origin, Contractor's Facility. | Feb 2006 | | |
| 52.247-61 | F.o.b. Origin-Minimum Size of Shipments. | Apr 1984 | | |

**FAR Clauses Incorporated by Full Text**

**52.247-33 F.o.b. Origin, with Differentials. (Feb 2006)**

F.O.B. ORIGIN, WITH DIFFERENTIALS (FEB 2006)

(a) The term "f.o.b. origin, with differentials," as used in this clause, means-

(1) Free of expense to the Government delivered-

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall-

(1)
(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)

(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; *e.g., "This shipment is the property of, and the freight charges paid to the carrier will be reimbursed by, the Government"*; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c)
(1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

____ (carload, truckload, less-load,

____ wharf, flatcar, driveaway, etc.)

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMFZ05 FMS DELIVERY AND SHIPPING INSTRUCTIONS (rev. 1) (Feb 2004)**

Material to be delivered FOB Origin at or near contractor's plant in the manner specified below. Use of Agency Official Indicia mail by contractors is not authorized. Quantities will not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

Consignment instructions provided herein are subject to change. In order to obtain the most current "Ship To" and "Mark For" information, the contractor is required to contact the cognizant DCMA Transportation Office ten days prior to shipment.

MATERIAL/TRANSPORTATION DATA:

If shipment qualifies as a small parcel under current specifications, ship via a Mode 5 small parcel carrier within the Continental United States (CONUS). Contractor will add prepaid transportation charges as a separate item on the invoice for reimbursement purposes.

If shipment does not qualify as a small parcel (Mode 5) shipment, ship to the Freight Forwarder on a collect commercial Bill of Lading.

International FMS Parcel Post (PP) shipments destined for the Government of Canada will be made via "Certificate of Mailing" using United States Postal Service (USPS) Form 3817, 3877 or 3877A.

If an X appears in the following parentheses ( ), ship on a Prepaid Commercial Bill of Lading (CBL). Request transportation instructions from the cognizant DCMA transportation Office. Transportation Account Code (TAC) ( ) applies.

SPECIAL MARKINGS:

For record accounting identification purposes, the Document Number, National Stock Number (NSN), and Supplementary Address, which appear under each line item(s) subclin, must be referenced in all Contracts, Invoices, Shipping, Inspection, and Financial Documents.

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For FMS shipments only, regardless of size, the shipper shall bar code and apply the below listed identification with the appropriate bar coding format as specified in the MILSTD-129-P (disregarding 4.4.1.2) based on the packaging standard used.

The Bar Code Lines should read as shown below.

(NOTE: The 14-15 position Requisition Number, which can be found under each line item(s) subclin, shall be bar coded vice the Contract number.)

Bar Code Line 1:

National Stock Number (NSN) or CAGE and Part Number (if no NSN)

Bar Code Line 2:

Requisition Number(s) (be sure to include each Requisition Number in the multi-pack)

Bar Code Line 3:

Unit of Issue, Quantity, Unit Price, Supplementary Address

The information to be bar coded is reflected in the DD250 as follows:

| | |
|---|---|
| Block 13 | Supplementary Address (6 position alphanumeric code) |
| Block 16 | National Stock Number (NSN) or CAGE/Part Number |
| Block 17 | Quantity |
| Block 18 | Unit (of Issue) |
| Block 19 | Unit Price |

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DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD250) AND BILLS OF LADING

(1) Attach four (4) copies of DD250 in waterproof envelope outside of shipping container.

(2) Forward two (2) copies of DD250 annotated by carrier as proof of shipment to NAVSUP WSS-PHIL, 700 Robbins Avenue, Philadelphia, PA 19111, Code N524, at the time of shipment.

(3) Forward three (3) copies of DD250 to designated Freight Forwarder.

(4) Where NAVSUP WSS -PHIL is the status control activity, forward two (2) copies of DD250 to the attention of NAVSUP WSS PHIL Code N842. Where the status control activity is other than NAVSUP WSS -PHIL, forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N842 and one (1) copy of DD250 to the status control activity.

(5) Forward one (1) copy of DD250 to NAVSUP WSS -PHIL Code N52 ( )

**WSSTERMFZ10 REDISTRIBUTION ORDER/READY FOR ISSUE – NAVSUP WSS TRANSPORTATION (FOB ORIGIN) (Jan 2025)**

I. For Commercial Asset Visibility Repairables Portal (CAV RP) Reporters:

CAV RP reporting is required under this purchase order/contract. Refer to your Basic Ordering Agreement, Long Term Contract or NAVSUP website (https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/) for the CAV RP Reporting requirements contained in the CAV Statement of Work (SOW).

II. For Non-CAV Reporters:

A. NAVSUP Weapon Systems Support (NAVSUP WSS) has contracted sole responsibility for transportation of repairable assets to the Navy's transportation organization, Advanced Traceability and Control (ATAC). ATAC is responsible for delivery and pickup of Government-owned assets going to and from the repair facility. ATAC will send a subcontracted transporter (e.g. Federal Express, Miramar) to the repair facility to pick up material as specified herein.

B. Assets to be delivered to your facility for repair in accordance with the contract will include any Depot Level Repairable (DLR) in any condition. Upon receipt of material, compare the quantity of units and the NIIN of the item inside the container to the quantity and NIIN on the DD Form 1348-1A document that accompanies the material. There may be multiple DD Form 1348-1A documents with the material. The appropriate DD Form 1348-1A to use for comparison is the one that reflects the material being shipped to the repair facility. Any discrepancies in quantity or NIIN must be reported by creating a Supply Discrepancy Report (SDR) - SF364 via https://www.pdrep.csd.disa.mil/ using the EZ PDR Login option.

C. Assets to be picked up from the repair facility will include material in any of the following conditions:

1. "A" Condition - Units that have been repaired and are Ready for Issue (RFI)

2. "F" Condition - Units that are NOT authorized for repair - Not Ready for Issue

3. "H" Condition - Units that have been determined Beyond Repair (BR) or Beyond Economical Repair (BER)

4. "J" Condition - Units that have been misidentified or misdirected to the repair facility

D. Upon completion of the repair of each unit, the repair facility shall:

1. Contact the Government Quality Assurance Representative (QAR) to schedule an on-site visit date for inspection and acceptance of the material, including, if required, signature or Wide Area Workflow (WAWF) authorization of the DD250 Receiving Report, which is required for payment purposes.

2. The contractor shall provide to the DCMA QAR the ATAC Request Form which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report: (The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Condition Code, Serial number as applicable and quantities.)

3. Contact the ATAC Dispatcher at 1-877-846-8728 or ATACCustomerService@navy.mil and provide the information below. The ATAC database will house much of this information, but the repair facility will be asked to verify the following data:

a. CAGE or UIC (e.g. 12345 or Q01234)

b. National Stock Number (e.g. 01-123-4567)

c. Quantity (e.g. 10 each)

d. Pieces (number of boxes)

e. Receipt Document Number (e.g. N003835001XD01 or N001045001XK01)

f. Nomenclature

g. Date contractor started repair of the unit

h. Condition Code of material (e.g. A, F, H or J)

i. Pick-up Address

j. Destination Unit Identification Code (UIC) (e.g. SW3117)

k. Destination Address

l. Contract Number or Purchase Order Number (e. g. N0038309GA001 or N0010409PDG71)

m. Delivery Order Number for BOA or LTC (e.g. 0001 or 7001; not applicable for non-BOA or non-LTC purchase orders or contracts)

n. Contract Line Item Number (e.g. 0001AA)

o. Serial Number of the Unit

p. Hazardous Material (Yes or No)

q. Priority (e.g. Routine or Urgent - requiring immediate pick up)

r. Available Pick-up Date (date material can be picked up after QAR inspection)

s. Weight

t. Dimensions (L, W, H)

Upon receipt of this information, the ATAC Dispatcher will provide instructions for obtaining a DD Form 1348-1A for shipping purposes. A MILSTRIP Document number will be assigned to each individual unit and will appear on the DD 1348-1A. The serial number of the unit will be referenced in Block 27 "Additional Data" in the DD1348-1A to identify for the repair facility which MILSTRIP document number belongs to each unit.

E. Preparation for ATAC pickup

1. Two copies of the DD Form 1348-1A should be affixed to the outside of the shipment container and one copy should be placed inside the container. Units ready for shipment must be either single-packed or packed in multiple quantities of the same NIIN to the same destination. Different NIINs shall NOT be packaged together. DO NOT INCLUDE A COPY OF THE DD FORM 250 WITH THE MATERIAL TO BE SHIPPED.

2. All material shall be placed in a waiting area designated solely for ATAC transportation carrier pickups.

3. Assets which are CLASSIFIED or SECURITY CODED are excluded from the ATAC process and will continue to be shipped under the current method with the issuer scheduling the transportation.

4. Urgent shipments that require immediate pickup after hours or over the weekend when the ATAC dispatching office is closed may be shipped via non-ATAC means with the issuer scheduling the transportation. The repair facility shall notify the ATAC Dispatcher no later than the next business day of any items that were shipped in this manner.

5. Any material determined Beyond Repair (BR) or Beyond Economical Repair (BER) for which Government authorization has been received for local disposal must also be reported to the ATAC Dispatcher.

F. MATERIAL RETURNS:

1. "A, B, C, or D" CONDITION MATERIAL - If the material is to be redistributed directly to an end user/requisitioner, the Contractor will contact the applicable NAVSUP WSS Planner for a document number beginning with the end user's/requisitioner's Unit Identification Code (UIC); this material is not permitted to be shipped using the Repair Cycle Document Number (RCDN).

2. "E, F, K, L, N, P, R, or S" CONDITION MATERIAL - Unless otherwise provided in the order/contract, the Contractor will contact the appropriate NAVSUP WSS Contracting Officer for status on units received without authorization for repair including units excess to those funded under contract or for which there is not otherwise contractual coverage in place within 30 days of receipt. If the material is to be returned to the Government, the units will be redistributed as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

a. MARK FOR: NAVSUP WSS DIRECTED RETURN FOR 'F' CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB.

b. Consignment Addresses are available electronically at: https://home.daas.dla.mil/EDODAAD/index.asp

W25G1U - DLA NEW CUMBERLAND W62G2T- DLA SAN JOAQUIN

3. "H" CONDITION MATERIAL: The repair contractor shall obtain written concurrence from the DCMA QAR for all units determined to be Beyond Repair (BR) or Beyond Economical Repair (BER). All such determinations, including the basis for the determination, the repair required, the proposed price to repair, and DCMA written concurrence, shall be provided by the contractor to the PCO. After receipt of the required documentation, the PCO shall provide the contractor either disposition instructions or contractual authority for repair of the item. The contractor is NOT authorized to proceed with repair until notification to proceed is received from the PCO. If provided disposition instructions, the contractor shall submit a proposal for BER pricing to the PCO within 30 days of receipt of these instructions. Any disposal action ordered by the PCO shall be performed by the contractor in accordance with applicable regulations and DCMA disposal procedures and requirements. If it is determined that a unit should be retained by the Defense Distribution Depot (DDD) in lieu of disposal, the contractor shall prepare the units for delivery to the following:

a. MARK FOR: NAVSUP WSS DIRECTED RETURN - H CONDITION STOCK. DO NOT PROCESS THROUGH ATAC/HUB.

b. Consignment Addresses are available electronically at: https://home.daas.dla.mil/EDODAAD/index.asp

W25G1U - DLA NEW CUMBERLAND W62G2T - DLA SAN JOAQUIN

4. "J" CONDITION MATERIAL: Unless otherwise provided in the contract/purchase order, delivery order or modification, those units received without authorization for repair that are not manufactured or repaired by your facility ("J" condition), shall be shipped immediately as follows to the location that lies within the closest physical proximity to the facility from which the material is being shipped:

a. MARK FOR: MISDIRECTED/MISIDENTIFIED MATERIAL. PROCESS AS CONTRACTOR RETURN AND RESCREEN FOR CORRECT DISPOSITION.

b. Consignment Addresses are available electronically at: https://home.daas.dla.mil/EDODAAD/index.asp

N68620 - ATAC HUB, Norfolk, VA N46433 - ATAC HUB, San Diego, CA

c. If after return, the same unit is again shipped to your facility, call 619-545-9707 or 619-545-8359 for hub shipments, and call the NAVSUP WSS Planner for all others.

**NAVSUPWSSFA24 COMMERCIAL ASSET VISIBILITY REPAIRABLES PORTAL (CAV RP) REPORTING (Jul 2023)**

Commercial Asset Visibility Repairables Portal (CAV RP) reporting is required under this purchase order/contract, and all proposed pricing must include any costs associated with this requirement. Detailed information on CAV RP reporting requirements can be found in the CAV Statement of Work (SOW) located at:

https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/

Contractors participating in the Direct Ship program can find additional information in the CAV SOW.

CAV RP registration requires the contractor to purchase a commercial PKI certificate, complete web-based information assurance training (approximately 1 hour to complete) and submit a System Authorization Access Request (SAAR). Access to CAV RP is authenticated based on a valid PKI certificate registered in the NAVSUP Master Directory and an active CAV RP account. The contractor is required to access the account at least one time within every 30 days, regardless of whether there are transactions to report, in order to keep the account active. Questions regarding CAV RP registration/implementation can be addressed to:

usn.philadelphia.navsupwssphil.mbx.cavsaar@us.navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) usn.mechanicsburg.navsupwssmech.mbx.mech-cav-saar@us.navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

Contractors not already registered for, or reporting via, CAV RP are required to initiate registration no later than 10 days following receipt of this purchase order/contract by providing their point of contact information to the appropriate CAV RP email address above. All contractor actions for registration (PKI certificate, training, and SAAR) must be completed within 30 days of receipt of this order/contract for U.S. contractors and within 60 days for non-U.S. contractors. If government property is received or assets are ready for delivery to the Government prior to implementation of CAV RP, the contractor must send a notification to the appropriate email address above, and must also notify the NAVSUP WSS contracting officer identified on the purchase order/contract. The contractor should notify the contracting officer if a response from a CAV RP representative is not received within 3 working days.

# Section G - Contract Administration Data

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7006 | Billing Instructions-Cost Vouchers | May 2023 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |
| 252.232-7008 | Assignment of Claims (Overseas). | Jun 1997 | | |

**DFARS Clauses Incorporated by Full Text**

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web 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

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

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

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

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

*[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]*

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

Routing Data Table*

| *Field Name in WAWF* | *Data to be entered in WAWF* |
|---|---|
| Pay Official DoDAAC | TBD |
| Issue By DoDAAC | N00383 |
| Admin DoDAAC | TBD |
| Inspect By DoDAAC | TBD |
| Ship To Code | SEE SCHEDULE |
| 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 activity's WAWF point of contact.

____

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

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

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMGZ05 NOTE TO POST CONTRACTUAL MATTERS-REPAIR (Jul 2021)**

For matters not delegated to the Administrative Contracting Officer (ACO), the Procuring Contracting Officer (PCO) Representative is listed on page 1, block 6.

This order covers induction for a one year period from the date of this order, unless otherwise directed by the PCO. Within 30 days after the last day cited for induction, the contractor will provide notification to both the cognizant PCO Representative and cognizant ACO advising how many units were inducted against each item.

Within 60 days of the last day cited for induction, the ACO shall issue a modification to the order reducing all excess quantities and funds, unless otherwise directed by the PCO.

For a complete list of all possible input and output Part Numbers and National Stock Numbers for items repaired under this order, see the continuation sheet for repair Purchase Orders or Attachment A for Long Term Contracts or Basic Ordering Agreements.

# Section H - Special Contract Requirements

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMHZ02 QUALITY ASSURANCE REPRESENTATIVE (QAR) (Feb 2021)**

**Prescription: Required for all repair solicitations/contracts**

The contractor shall provide to the Quality Assurance Representative (QAR) the Inventory Label which will be obtained by the QAR before signing for acceptance in WAWF DD250 Receiving Report. The QAR will validate the contract number, delivery order number, CLIN, shipping location, National Stock Numbers, Serial number and quantities, as applicable. The contractor shall provide the Inventory Label to the QAR as an attachment to the WAWF documentation. The Inventory Label is also required for assets determined BR or BER.

**WSSTERMHZ17 MANDATORY USE OF WORKFLOW PRO (WFP) MOD ASSIST MODULE (Mar 2026)**

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

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

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

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

Should the Contractor experience concerns with the use of Mod Assist, the Contractor must contact . The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the Contractor due to the required use or any failure by the Contractor to use the Mod Assist module.

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

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

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

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

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

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

Notification will be sent when the account is established.

# Section I - Contract Clauses

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.202-1 | Definitions. | Jun 2020 | | |
| 52.203-7 | Anti-Kickback Procedures. | Jun 2020 | | |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. | Jun 2020 | | |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 | | |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | Dec 2014 | | |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-5 | Material Requirements. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.211-15 | Defense Priority and Allocation Requirements. | Apr 2008 | | |
| 52.213-4 | Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038) | Feb 2026 | | |
| 52.215-8 | Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-13 | Notice of Set-Aside of Orders. | Mar 2020 | | |
| 52.219-29 | Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.219-30 | Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-3 | Convict Labor. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038) | Mar 2026 | | |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-35 | Equal Opportunity for Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-36 | Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-37 | Employment Reports on Veterans. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-54 | Employment Eligibility Verification. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026 | | |
| 52.223-23 | Sustainable Products. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.226-7 | Drug-Free Workplace. | May 2024 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |
| 52.227-9 | Refund of Royalties. | Apr 1984 | | |
| 52.232-1 | Payments. | Apr 1984 | | |
| 52.232-8 | Discounts for Prompt Payment. | Feb 2002 | | |
| 52.232-11 | Extras. | Apr 1984 | | |
| 52.232-23 | Assignment of Claims. | May 2014 | | |
| 52.232-25 | Prompt Payment. | Jan 2017 | | |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | Oct 2018 | | |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | Jun 2013 | | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors. | Mar 2023 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-1 | Disputes. (Deviation 2026-O0038) (Alternate I) | Feb 2026 | Alternate I | Feb 2026 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-92 | Security Requirements. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.240-93 | Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.243-1 | Changes-Fixed-Price. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038) | Apr 2026 | | |
| 52.245-1 | Government Property. | Sep 2021 | | |
| 52.245-9 | Use and Charges. | Apr 2012 | | |
| 52.246-26 | Reporting Nonconforming Items. | Aug 2024 | | |
| 52.247-68 | Report of Shipment (REPSHIP). | Feb 2006 | | |

| | | |
|---|---|---|
| 52.249-1 | Termination for Convenience of the Government (Fixed-Price) (Short Form). | Apr 1984 |
| 52.253-1 | Computer Generated Forms. (Deviation 2026-O0038) | Feb 2026 |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 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 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | May 2024 | | |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support. | Jan 2023 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.204-7022 | Expediting Contract Closeout. | May 2021 | | |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. | May 2019 | | |
| 252.215-7995 | Program Should-Cost Review. (DEVIATION 2026-O0048) | Mar 2026 | Deviation 2026-O0048 | Mar 2026 |
| 252.217-7028 | Over and Above Work. | Dec 1991 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7001 | Buy American and Balance of Payments Program. | Feb 2024 | | |
| 252.225-7002 | Qualifying Country Sources as Subcontractors. | Mar 2022 | | |
| 252.225-7007 | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. | Dec 2018 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7013 | Duty-Free Entry. | Aug 2025 | | |
| 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings. | Jan 2023 | | |
| 252.225-7021 | Trade Agreements. | Feb 2024 | | |
| 252.225-7025 | Restriction on Acquisition of Forgings. | Dec 2009 | | |
| 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments. | Apr 2003 | | |
| 252.225-7030 | Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. | Dec 2006 | | |
| 252.225-7036 | Buy American-Free Trade Agreements--Balance of Payments Program. | Feb 2024 | | |
| 252.225-7036 | Buy American-Free Trade Agreements--Balance of Payments Program. (Alternate IV) | Feb 2024 | Alternate IV | Feb 2024 |
| 252.225-7041 | Correspondence in English. | Jun 1997 | | |
| 252.225-7048 | Export-Controlled Items. | Jun 2013 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.228-7005 | Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles. | Nov 2019 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.235-7003 | Frequency Authorization. | Mar 2014 | | |
| 252.239-7018 | Supply Chain Risk. | Dec 2022 | | |
| 252.240-7997 | NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025) | Feb 2026 | Deviation 2026-O0025 | Feb 2026 |
| 252.240-7999 | Prohibition on the Procurement of Covered Semiconductor Products and Services from Companies Providing Covered Semiconductor Products and Services to Huawei. (DEVIATION 2025-O0007) | Sep 2025 | Deviation 2025-O0007 | Sep 2025 |
| 252.243-7001 | Pricing of Contract Modifications. | Dec 1991 | | |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy Property. | Apr 2012 | | |
| 252.245-7003 | Contractor Property Management System Administration | Jan 2025 | | |
| 252.245-7005 | Management and Reporting of Government Property. | Jan 2024 | | |
| 252.246-7003 | Notification of Potential Safety Issues. | Jan 2023 | | |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System. | Jan 2023 | | |
| 252.246-7008 | Sources of Electronic Parts. | Jan 2023 | | |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

**FAR Clauses Incorporated by Full Text**

**52.216-24 Limitation of Government Liability. (Apr 1984)**

LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding ____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is ____ dollars.

(End of clause)

**52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I) (Feb 2026) Alternate I (Feb 2026)**

*Alternate I* (FEB 2026) (DEVIATION 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

| NAICS Code | Small business concern (yes/no) |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[*Contracting Officer to insert NAICS codes.*]

**52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)**

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

*Small business concern-*

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

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

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

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

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

(3) For long-term contracts-

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

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

(c) The Contractor shall rerepresent 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 in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, 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 Contractor 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 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

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

(5) *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: __.]

(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 126.616(a) through (c). [____The Contractor 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. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

**52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)**

HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

| | |
|---|---|
| | |

| Material (If none, insert *None*) | Identification No. |
|---|---|
| _____ | _____ |
| ___ | ___ |
| ___ | ___ |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

**52.223-7 Notice of Radioactive Materials. (Deviation 2026-O0038) (Feb 2026)**

NOTICE OF RADIOACTIVE MATERIALS (FEB 2026) (DEVIATION 2026-O0038)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, ____*days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

(End of clause)

**52.223-11 Ozone-Depleting Substances. (Deviation 2026-O0038) (Feb 2026)**

OZONE-DEPLETING SUBSTANCES (FEB 2026) (DEVIATION 2026-O0038)

(a) *Definition*. As used in this clause-

*Ozone-depleting substance* means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

**52.246-17 Warranty of Supplies of a Noncomplex Nature. (Jun 2003)**

Warranty of Supplies of a Noncomplex Nature (June 2003)

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

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

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

(b) Contractor's obligations.

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

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

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

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

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

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

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 DAYS FROM WHEN DEFECT WAS FOUND [Contracting Officer shall insert specific period of time; e.g.,"45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

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

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

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

(3)

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

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

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

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

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

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

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

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

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

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

(4)

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

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

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

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

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

(End of clause)

**52.247-1 Commercial Bill of Lading Notations. (Feb 2006)**

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____ ____[Name and address of the contract administration office listed in the contract].

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

___ ___ ___[Insert one or more Internet addresses]

(End of clause)

**52.252-4 Alterations in Contract. (Apr 1984)**

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

___ ___ ___

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (Nov 2020)**

AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

**252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)**

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

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: ____ *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

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

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

**252.209-7010 Critical Safety Items. (Aug 2011)**

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions*.

"Aviation critical safety item" means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

"Design control activity" means-

(i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

"Ship critical safety item" means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause-

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) *Identification of critical safety items*. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

____

____

____

____

*(Insert additional lines as necessary)*

(c) *Heightened quality assurance surveillance*. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)

**252.217-7027 Contract Definitization. (May 2023)**

CONTRACT DEFINITIZATION (MAY 2023)

(a) A ____ *[insert specific type of contract action]* is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;

(2) All clauses required by law on the date of execution of the definitive contract action; and

(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a ____ *[insert type of proposal; e.g., fixed-price or cost-and-fee]* proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows *[insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]*:

| |
|---|
| ____ |

| |
|---|
| ____ |
| ____ |

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated ____ *[insert "cost/price ceiling" or "firm-fixed price"]* in no event to exceed ____ *[insert the not-to-exceed amount]*.

(End of clause)

**252.223-7001 Hazard Warning Labels. (Dec 1991)**

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 requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

| MATERIAL (If None, Insert "None.") | ACT |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

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

(End of clause)

**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (Apr 2003)**

RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES

(APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to-

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of ____, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**203.1106-1(3-18) SUPTXT 203.1106-1 (3-18) NAVY USE OF ABILITYONE SUPPORT CONTRACTOR - RELEASE OF OFFEROR INFORMATION (Dec 2023)**

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

By submission of a proposal in response to this solicitation, the offeror and its subcontractors consent to a release of their business sensitive/confidential or proprietary data to the Government's AbilityOne Program support contractor personnel in order to perform close out services. Prior to the release of any such information to the support contractor, the support contractor will have in place with the Government a Non-Disclosure/Non-Use Agreement in accordance with the terms of the AbilityOne Program support contract.

Offerors may execute their own Non-Disclosure Agreement with the AbilityOne Program (AbilityOne contact information available from the contracting point of contact). The support contractor must provide copies of the executed agreements to the Contracting Officer and the Contracting Officer's Representative (COR) for the support contract; and the offeror/contractor for this acquisition must provide copies of the executed Agreement to the Contracting Officer for this acquisition. If the offeror/contractor seeks such a Non-Disclosure Agreement with the AbilityOne Program support contractor, the Agreement must be executed no later than the date of final delivery under the resulting NAVSUP _____(activity) contract.

# Section J - List of Attachments

## Attachments:

| Number | Attachment Name | Attachment Description | Reference Identifier | Date |
|---|---|---|---|---|
| 01 | N0038325PR0R759 - PACKAGING | | | 10 Jun 2026 |

# Section K - Representations, Certification, & Other Statements

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | Sep 2024 | | |
| 52.227-6 | Royalty Information. | Apr 1984 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | Feb 2026 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7031 | Secondary Arab Boycott of Israel . | Jun 2005 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |

**FAR Clauses Incorporated by Full Text**

**52.203-2 Certificate of Independent Price Determination. (Apr 1985)**

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Feb 2026)**

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)**

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

*Federal contracts and grants with total value greater than $10,000,000* means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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).

(End of provision)

**52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)**

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION 2026-O0038)

(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.

(End of provision)

**52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products. (Feb 2021)**

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)

(a) *Definition*.

*Forced or indentured child labor* means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

| Listed End Product | Listed Countries of Origin |
|---|---|
| _____ | _____ |

| | |
|---|---|
| ___ | ___ |

(c) *Certification*. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) ☐ The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) ☐ The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**52.225-18 Place of Manufacture. (Aug 2018)**

PLACE OF MANUFACTURE (AUG 2018)

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

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

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) ☐ Outside the United States.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)**

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions*. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) *Definitions*. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition*. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation*. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

> The Offeror represents that it ☐ will ☐ will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

| | | | | |
|---|---|---|---|---|
| **252.204-7998** | **Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)** | **(Feb 2026)** | **Alternate A Deviation 2026-O0043** | **(Feb 2026) (Feb 2026)** |

**Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)**

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

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

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

☐ (i) Paragraph (g) applies.

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

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

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

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

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

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

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

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

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

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

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

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

☐(iii) 252.225-7020, Trade Agreements Certificate.

☐Use with Alternate I.

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

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

☐Use with Alternate I.

☐Use with Alternate II.

☐Use with Alternate III.

☐Use with Alternate IV.

☐Use with Alternate V.

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

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

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

| FAR/DFARS provision No. | Title | Date | Change |
|---|---|---|---|
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |

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

(End of provision)

**252.209-7002 Disclosure of Ownership or Control by a Foreign Government. (Dec 2022)**

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(DEC 2022)

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

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

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

(i) Means-

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

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

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

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

(4) "Proscribed information" means-

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmented Information (SCI).

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

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

| Offeror's Point of Contact for Questions about Disclosure<br>(Name and Phone Number with Country Code, City Code<br>and Area Code, as applicable) | |
|---|---|
| ___ | |
| Name and Address of Offeror | |
| ___ | |
| Name and Address of Entity Controlled by a Foreign Government | Description of Interest, Ownership Percentage, and Identification of Foreign Government |
| ___ | ___ |
| (End of provision) | |

**252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)**

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

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

(b) *Evaluation.* The Government-

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

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

(c) *Certifications and identification of country of origin.*

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

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

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

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

| Line Item Number | Country of Origin |
|---|---|
| ____ | ____ |
| ____ | ____ |
| ____ | ____ |

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

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

Line Item Number ____

*[List as necessary]*

(End of provision)

**252.225-7020 Trade Agreements Certificate. (Nov 2014)**

TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)

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

(b) *Evaluation.* The Government-

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless-

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

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

(2) The following supplies are other nondesignated country end products:

| (Line Item Number) | | (Country of Origin) |
|---|---|---|
| ____ | | ____ |
| ____ | | ____ |
| ____ | | ____ |

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Feb 2024)**

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

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

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

____(Line Item Number) ____(Country of Origin)

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

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Alternate I) (Feb 2024) Alternate I (Feb 2024)**

*Alternate I.* As prescribed in 225.1101(9) and (9)(ii), use the following provision, which does not use the phrases "Bahraini end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," "Panamanian end product," and "Peruvian end products" in paragraph (a); does not use"Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii); does not use "Australian or" in paragraph (c)(2)(i); and includes "that are mined, produced, or manufactured in the United States" in paragraph (c)(2)(ii):

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE I (FEB 2024)

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

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate I clause of this solicitation, will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

(i) The Offeror certifies that the following supplies are qualifying country end products:

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Alternate II) (Feb 2024) Alternate II (Feb 2024)**

*Alternate II.* As prescribed in 225.1101(9) and (9)(iii), use the following provision, which adds "South Caucasus/Central and South Asian (SC /CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" to paragraph (a), and uses different paragraphs (b)(2) and (c)(2)(i) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE II (FEB 2024)

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

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate II clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

(i) The Offeror certifies that the following supplies are qualifying country (except Australian) or SC/CASA state end products:

____(Line Item Number) ____(Country of Origin)

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

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**Buy American--Free Trade Agreements--Balance of Payments Program**

**252.225-7035 Certificate. (Alternate III) (Feb 2024) Alternate III (Feb 2024)**

*Alternate III.* As prescribed in 225.1101(9) and (9)(iv), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE III (FEB 2024)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision have the meanings given in the 252.225-7036, Buy American-Free Trade Agreements-Balance of Payments Program-Alternate III clause of this solicitation.

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate III clause of this solicitation, will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

(i) The Offeror certifies that the following supplies are qualifying country or SC/CASA state end products:

____(Line Item Number) ____(Country of Origin)

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

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Alternate IV) (Feb 2024) Alternate IV (Feb 2024)**

*Alternate IV*. As prescribed in 225.1101(9) and (9)(v), use the following provision, which adds "Korean end product" to paragraph (a) and uses "Free Trade Agreement country end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii), rather than "Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE IV (FEB 2024)

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

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate IV clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

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

____(Line Item Number) ____(Country of Origin)

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

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate. (Alternate V) (Feb 2024) Alternate V (Feb 2024)**

*Alternate V.* As prescribed in 225.1101(9) and (9)(vi), use the following provision, which uses different paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) than the basic provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-ALTERNATE V (FEB 2024)

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

(b) *Evaluation.* The Government-

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

(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Alternate V clause of this solicitation, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement end products other than Bahraini end products, Korean end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

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

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and

(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

(i) The Offeror certifies that the following supplies are qualifying country (except Australian) or SC/CASA state end products:

____(Line Item Number) ____(Country of Origin)

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

____(Line Item Number) ____(Country of Origin)

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

| Line Item Number | Country of Origin (If known) | Exceeds 55% Domestic Content (yes/no) |
|---|---|---|
| ____ | ____ | ____ |
| ____ | ____ | ____ |
| ____ | ____ | ____ |

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

Line Item Number: ____*[List as necessary]*____

(End of provision)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMKZ03 PRICING INFORMATION FOR SIMPLIFIED ACQUISITION (May 2005)**

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

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

# Section L - Instructions, Conditions, & Notices to Offerors or Quoters

**FAR Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.214-34 | Submission of Offers in the English Language. | Apr 1991 | | |
| 52.214-35 | Submission of Offers in U.S. Currency. | Apr 1991 | | |

**DFARS Clauses Incorporated by Reference**

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |
| 252.215-7013 | Supplies and Services Provided by Nontraditional Defense Contractors. | Jan 2023 | | |
| 252.239-7017 | Notice of Supply Chain Risk. | Dec 2022 | | |

**FAR Clauses Incorporated by Full Text**

**52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)**

ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

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

_____

_____

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

| Offeror Recommendations | | | |
|---|---|---|---|
| Item | Quantity | Price Quotation | Total |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| ___ | ___ | ___ | ___ |
| | | | |

| | | | |
|---|---|---|---|
| ___ | ___ | ___ | ___ |

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

(End of provision)

**52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)**

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box*.]

(End of provision)

**52.216-1 Type of Contract. (Deviation 2026-O0038) (Feb 2026)**

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a Firm-Fixed Price [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)**

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 identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____[Insert one or more Internet addresses]

(End of provision)

**52.252-3 Alterations in Solicitation. (Apr 1984)**

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

___ ___ ___

(End of clause)

**52.252-5 Authorized Deviations in Provisions. (Nov 2020)**

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**WSSTERMLZ05 REVIEW OF AGENCY PROTESTS (Feb 2026)**

(Applicable when FAR Overhaul clause 52.233-2 (DEVIATION 2026-O0026) (FEB 2026) and/or 52.233-3 (DEVIATION 2026-O0026) (FEB 2026) are included).

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

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

For solicitations or contracts issued by DODAAC N00104--

Independent Protest Review Official

NAVSUP WSS Code N7

Building 410, South End, Bay A30

5450 Carlisle Pike, PO Box 2020

Mechanicsburg, PA 17055-0788

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

**WSSTERMLZ06 CONSIGNMENT INSTRUCTIONS (Sep 2022)**

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.

**WSSTERMLZ17 EVALUATION AND REPAIR SERVICES (PURCHASE ORDERS) (Jan 2006)**

Evaluation to include inspection, disassembly and tests required to determine the extent of labor and material needed to restore the Government Furnished Property (GFP) described below to an operable condition. For the purposes of this acquisition, an operable condition is defined as capable of functioning and performing as a new unit without necessarily having the appearance of newness.

Repair Services to include labor and material required to repair and package the GFP cited herein. Property repaired hereunder shall be in accordance with drawing revision unless otherwise specified. If upon receipt of the order/ contract such specifications are considered inappropriate, the contractor shall immediately recommend to the cognizant Contracting Officer that the repair work to be done in accordance with specifically identified specifications (including drawings) to which such articles were manufactured, and shall not commence the particular work concerned pending directions to be incorporated by modification. Additionally, whenever any specification of the order provides for the use of a specific article or its equivalent, the contractor may use any equivalent. Also, in those instances where specifications permit and if it is economically feasible to do so, component parts of the item(s) being repaired shall also be authorized to be repaired.

In addition to NSN and P/N markings, repaired units shall be marked with the purchase order number and date of repair in such a manner as to conform with the requirements of Military Standard Identification Marking of U.S. Military Property, MIL-STD-130 current edition (to the maximum extent possible).

The contractor shall determine, in conjunction with the ACO, if the GFP cannot be repaired. Disposition instructions for such property shall be requested from the Post-Award PCO identified in Section G of this award.

NOTE TO CONTRACTOR: UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PROCEED WITH THE PERFORMANCE UNDER THIS ORDER/CONTRACT IF THE GOVERNMENT FURNISHED PROPERTY (GFP) RECEIVED (NSN & P/N) DOES NOT EXACTLY MATCH THAT CITED IN THIS ORDER. ALSO, IF THE GFP HAS NOT BEEN RECEIVED WITHIN FORTY-FIVE (45) DAYS FROM THE EFFECTIVE DATE OF THIS ORDER/CONTRACT, CONTACT THE POST-AWARD PCO IDENTIFIED IN SECTION G OF THIS AWARD.

Repair Price Available:

If Block 21 on the DD1155 does not indicate "Ceiling Price" and the Unit Price(s) in Section B of the award (see continuation sheet) does not indicate (EST), the REPAIR PRICE(s) was AVAILABLE to the Government and the funds obligated by this order are the result of negotiation conducted by the PCO and contractor. The amount shown represents the FIRM PRICE to complete repair of the GFP listed in the order.

Repair Price Not Available:

If Block21 on the DD1155 indicates "Ceiling Price" and the Unit Price(s) in Section B of the award (on the continuation sheet) indicates (EST), the REPAIR PRICE was NOT AVAILABLE to the Government and the funds obligated by this order are provided to initiate evaluation and/or repair work which must be finalized and modification issued to the contractor before payment can be made. The contractor shall submit to the PCO a detailed pricing proposal, to include delivery (turn-around time) for repair of the unit(s) cited in the order. The repair proposal is due no later than 60 days from date of order or when costs incurred against the order are 50% of the contract price, whichever occurs first.

# Section M - Evaluation Factors for Award