# REQUEST FOR QUOTATIONS
(THIS IS NOT AN ORDER)

This RFQ [X] is [ ] is not a small business-small purchase set aside

PAGE 1 OF PAGES 59

| 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 |
|---|---|---|---|---|
| N00104-26-Q-FE43 | 2026 JUN 03 | 25122-0006 (Q3R5A26) | ▶ | DO-A3 |

5A. ISSUED BY
NAVSUP WEAPON SYSTEMS SUPPORT MECH
5450 CARLISLE PIKE
MECHANICSBURG PA 17050-2411

6. DELIVERY BY *(Date)*
98 DAYS

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls)*
C. VALDEZ (717)605-3229 N743.45

8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE

9. DESTINATION *(Consignee and address, including ZIP Code)*
SEE SCHEDULE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS *(Date)*
2026 JUL 06

11. BUSINESS CLASSIFICATION *(Check appropriate boxes)*
a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____
c. [ ] SMALL [ ] OTHER THAN SMALL [ ] DISADVANTAGED [ ] WOMEN-OWNED

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

12. SCHEDULE

| ITEM NO. (a) | SUPPLIES/SERVIES (B) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|---|---|---|---|---|---|
| | **FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.**<br><br>**QTHREE** | | | | |

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

**NOTE:** Additional provisions and representations [X] are [ ] are not attached.

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

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | **TEARDOWN, EVALUATE, REPAIR AND/OR MODIFY** | | | | |
| 0001 | NSN 7HH 4820-01-135-9916 Q3<br>PARTS KIT,BALL VALV SHELF LIFE 0-00<br>SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS<br><br>HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI<br>N 001 000 ZZ 1 00 ZZ ZZ Z ZZ A 00 A 00 FFF 65.7 1.588 A<br><br>CAGE SPI NUMBER REV SPI DATE CONTAINER NSN<br>03950 0395010083 G 2012 AUG 05<br><br>PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073 | | | | |
| | SHIP TO | | | | |
| 0001AA | N00104-25-U-2212<br>**M/F: "A" CONDITION STOCK**<br>TP: 3 | N50286 15 | KT | | |
| 0001AB | SEE DD FORM 1423<br>EXHIBIT "A" | 1 | LO | NSP | |

SOLICITATION NOTES:
1.DD1423 Data Item A001 (Inspection and Test Plan) may be waived if already on file at NAVSUP WSS Mechanicsburg.

2. Portsmouth NSY's DODAAC has changed from N00102 to N50286. Any reference to N00102 within this order should be updated to N50286.

3. The following proposed delivery schedule applies:

Submission of Certification Data CDRLs will be on or before 20 days prior to scheduled delivery.

PNSY review/acceptance of Certification CDRLs 6 working days after receipt of Certification DD 1423 CDRLs. Final delivery of material will be on or before 98 days after effective date of the resulting contract.
4. Any contract awarded as a result of this solicitation will be DO rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS).

5. NAVSUP WSS Mechanicsburg will be considering past performance in the evaluation of offers in accordance with FAR 13.106(a)(2) and DFARS 252.213-7000.

6. This order is issued pursuant to Emergency Acquisition Flexibilities (EAF).

7. NAVSUP WSS Mechanicsburg will be considering past performance in the

NAME OF OFFEROR OR CONTRACTOR

NAVSUP WEAPONS SYSTEMS SUPPORT

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

evaluation of offers in accordance with FAR 13.106(a)(2) and DFARS 252.213-7000.

8. If drawings are included in the solicitation, access needs to be requested on the individual solicitation page on Contracts Opportunities on the Governments beta.SAM website. After requesting access, send an email to the the Primary POC listed on the solicitation.

9. This is a Level 1 Repair.

10. Please submit: A FIRM FIXED PRICE (FFP). This includes the teardown, evaluation, inspection and full repair of the item to "like new" or "A" condition. See statement of work in solicitation. Please also provide an approximate cost of new item if available.

11. A beyond repair (BR)/ beyond economic repair (BER) price shall also be provided in addition to the repair price at time submission of quote.

12. This contract utilizes Commercial Asset Visibility (CAV). See clause NAVSUPWSSFA25 for further details.

INSPECTION AT ORIGIN
ACCEPTANCE AT ORIGIN

POC EMAIL: CHRISTIAN.M.VALDEZ4.CIV@US.NAVY.MIL

## PART I - THE SCHEDULE
## SECTION B
## SUPPLIES OR SERVICES AND PRICES/COSTS

**WSSTERMBA00**
**CONTACT INFORMATION**

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

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

Code: ( <N743.45> ) Weapon System LRC: ( <WVN> )
Telephone: ( <1 771-229-3765> )
E-Mail: ( <CHRISTIAN.M.VALDEZ4.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**

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).
(09-23)

**WSSTERMBZ04**
**IMPORTANT NOTICE REGARDING HAZARDOUS MATERIAL**

FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, is incorporated by reference in Section I in this solicitation ad required offerors to--
(1) identify any hazardous material (defined in FED STD 313 as an item or chemical which is a "health or physical hazard" per OSHA in 29 CFR 1910.1200) that will be delivered under a resultant contract, and
(2) provide a Material Safety Data Sheet meeting OSHA/FED STD 313 requirements for all hazardous material identified.

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

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the NAVSUP WSS HAZMAT point of contact, NAVSUP WSS Code 0772, at (717)605-1361. (10-06)

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

**CLIN: 0001**
**NIIN: 011359916** **ACTIVITY USE ONLY: TDP VERSION NO.: 005**
**ITEM NAME: PARTS KIT,BALL VALV**

## 1. SCOPE

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

## 2. APPLICABLE DOCUMENTS

2.1 Order of Precedence - In the event of a conflict between the text of this contract/purchase order and the references and/or drawings cited herein, the text of this contract/purchase order must take precedence. Nothing in this contract/purchase order, however, must supersede applicable laws and regulations unless a specific exemption has been obtained.

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

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

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

2.2.3 Documents, drawings, and publications supplied are listed under "Drawing Number". These items should be retained until an award is made.

2.3

| DRAWING NO. | CAGE | REV | DOC TYPE | DISTR CD | SHEET NR | REV | TYPE | SIZE |
|---|---|---|---|---|---|---|---|---|
| DM117384 | 53711 | A | 1N | D | | | | |
| 4384678 | 80064 | C | | D | | | | |
| 4384678C01 | 53711 | C | DN | D | | | | |
| 4384678C02 | 53711 | C | DN | D | | | | |
| 4385058 | 80064 | C | DW | D | | | | |

DOCUMENT REFERENCES

| SPEC NO. | SLASH NO. | PART NO | REV | DATE | DISTR CD | AMEND | CHG NTC | SUPP |
|---|---|---|---|---|---|---|---|---|
| ANSI/ASQ Z1.4 | | | | 01 JAN 08 | A | | | |
| ASTM-B367 | | | | 01 APR 22 | A | | | |
| MIL-STD-792 | | | F | 23 FEB 23 | A | | 01 | |
| SAE AMS 6931 | | | D | 01 DEC 17 | A | | | |
| ISO_9001 | | | | 15 NOV 08 | A | | | |
| MIL-PRF-9954 | | | D | 16 APR 09 | A | | | |
| ISO10012 | | | | 15 APR 03 | A | | | |
| ISO/IEC 17025 | | | | 15 MAY 05 | A | | | |
| MIL-I-45208 | | | A | 24 JUL 81 | A | 1 | | |
| MIL-STD-45662 | | | A | 01 AUG 88 | A | | | |
| ANSI/NCSL Z540.3 | | | | 26 MAR 13 | A | | | |
| 0900-LP-001-7000 | | | | 01 JAN 81 | C | | 01 | |
| S9074-AQ-GIB-010/248 | | | 1 | 12 NOV 19 | A | | | |
| S9074-AR-GIB-010A/278 (CHG A) | | | | 14 FEB 13 | A | | | |

## 3. REQUIREMENTS

3.1 REFURBISHED MATERIAL STATEMENT OF WORK (REPAIR SOW) -

3.1.1 INSPECTION - Clean and determine if refurbishment is possible. At disassembly, the Contractor must record all identifying markings found on the parts of each assembly. The Contractor must maintain traceability of these markingsto each unit throughout refurbishment.

3.1.2 RE-USEABLE PARTS - Any parts of the original assembly that are useable (replacement is not necessary), may be utilized as initially supplied.

3.1.3 NON-USEABLE PARTS - Any parts of the original assembly that are not usable (replacement is necessary) must be in accordance with this TDP (Technical Data Package).

3.1.4 REFURBISHMENT - Upon completion of inspection, this item must be refurbished to be in accordance with <Naval Ship Systems Command Drawing 4385058, Piece 3 (ball), Piece 6 (seats), and one Retainer Seat Assembly Piece 19, which consists of Piece 19-S1 (seat retainer) and Piece 19-S2 (shim), along with Engineering Notice DM117384, and liabilities DRN4384678-C1 and DRN4384678-2> , except as amplified or modified herein. This applies to all "Parts Requiring Certification" as identified elsewhere in this Contract/Purchase Order.

3.1.5 Additional SOW Requirements -
<Balls which are not usable must be dispositioned and new balls are not to be manufactured under this contract.>

3.2 Material for Parts Requiring Certification - Quantitative chemical and mechanical analysis is required for the parts listed below unless specifically stated otherwise:

Part - <Ball - Piece 3>
Material - SAE-AMS-6931

OR

Centrifugally cast 6AL-4V, ASTM-B367, Grade C-5, with mechanical properties as listed in supplementary Requirement S6.

Note: Mechanical properties for bars, forgings and forging stock over 10" must be as specified in the applicable drawing. If the mechanical properties are not provided in the drawing, the mechanical properties specified in SAE-AMS-6931 Table 2 for material 6" to 10", must be applied. Part - <Seats - Piece 6>
Material - Delrin: Dupont AF DE588 (Teflon Filled Acetal) (Properties Specified Below Only)

| ITEM | PROPERTY | ASTM TEST METHOD | VALUE |
|---|---|---|---|
| (A) | Specific Gravity | D792 (Note 1) | 1.50 - 1.57 |
| (B) | Melting Point | D2133 or D3418 | 172 - 184 deg C (342 - 363 deg F) |
| (C) | Tensile Strength (MIN) | D638 (Notes 1 & 5) | 6100 PSI |
| (D) | Tensile Impact (MIN) | D1822 Type S (Notes 1 & 5) | 5 FT-LB/SQ IN |
| (E) | Compressive Stress (MIN - PSI) | D695 (Notes 1 & 5) | 2100 @ 1% DEF. 11,000 @ 10% DEF. |
| (F) | Water Absorption | D570 | .30% MAX 24 Hours |
| (G) | Rockwell Hardness (R) | D785 (Note 1) | 115 +/- 15 |
| (H) | Teflon Fiber Content | (Note 2) | 18 - 23% |
| (I) | Dimensional Change | (Note 4) | .7% MAX |

NOTES:
1. Material conditioning prior to test is at the vendor's option.

2. Teflon Fiber Content - As certified by DuPont (raw material).

3. Visual and Dimensional Inspection of Product (Final Machined Condition) - White Teflon string inclusions must not exceed the following:
   A. Diameter 1/32"
   B. Length 1/8"
   C. Density 6 indications per 100 SQ IN

4. The test method to determine dimensional stability must be performed as follows: The test specimens (finished pieces) tested must be measured at 23 +/- 3 deg C (73 +/- 5F) and placed in a mineral oil bath maintained at 160 +/- 3 deg C (320 +/- 5F) the specimens must remain in the bath for six (6) hours at temperature and allowed to slow cool in the bath at a rate not to exceed 23 +/- 3 deg C (73 +/- 5F) per hour. When the bath reaches 23 +/- 3 deg C (73 +/- 5F), the test specimens must be removed and measured. The percent change in each dimension, outside diameter, inside diameter and thickness must not be greater than the value specified.

*Mineral oil meets the specification as listed below:
Description.....Passes U.S.P. Test (USP XX, P.1143)
Solubility.....Passes U.S.P. Test (USP XX, P.1143)
Neutrality.....Passes U.S.P. Test (USP XX, P.532)
Readily Carbonizable Substances...Passes U.S.P. Test (USP XX, P.532)
Limit of Polynuclear Compounds....Passes U.S.P. Test (USP XX, P.532)
Solid Paraffin.....Passes U.S.P. Test (USP XX, P.532)
Specific Gravity @ 25 deg C (77 deg F).0.8600 to 0.8900
Viscosity @ 37.8 deg C (100F).....73.6 to 84.4 Centistokes (340-390 SUS)

Flash Point Cleveland Open Cup....420 deg F (216C) (Typical)
Refractive Index @ 20C (68F).....1.480 (Typical)

5. Values are minimum mean values. Individual specimen values may not vary more than 25% below the specified minimum mean value. Should one specimen exceed the 25% criteria, retest is required. Failure to meet the above criteria a second time is cause for rejection.

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

Test - Non-Destructive Tests
Item - <Weld Repair and/or Production Weld (as applicable)>
Performance - Per applicable fabrication specification
Acceptance - Per applicable fabrication specification

3.4 <Ball outside diameter may be reworked to a minimum of 9.856 inches to refurbish the ball surface to meet drawing requirements and represents a relaxation below the drawing dimension. All other drawing dimensions apply.>

3.5 <Defects in the ball stem slot are acceptable if backlash between Ball and Stem does not exceed 5 degrees and defects do not exceed 0.050 inches in depth or cover more than 40 percent of the surface.>

3.6 <Balls which require reworking beyond the limitation specified herein are to be dispositioned as noted elsewhere in the contract.>

3.7 <Seats are to be manufactured and must meet the drawing stack height requirement when mated with the refurbished ball.>

3.8 Seat Stack Height Measurement - To ensure that each seat is within tolerance, check each seat individually by measuring the seat height with the ball resting on the seat. Limits are determined by the ball diameter tolerance and the stack height tolerance combined. Refer to CSD171 for recommended methods to measure and calculate stack heights. CSD171 is available in the ECDS (Electronic Contractor Data Submission) system at: https://register.nslc.navy.mil/.

3.9 A visual inspection shall be performed on the finished seat with acceptance criteria on critical surfaces per CSD167 in the ECDS (Electronic Contractor Data Submission) system at: https://register.nslc.navy.mil/.

3.10 Ball Spherical Surface Finish - Spherical surfaces of valve balls must be finished as follows:

Machine finish spherical surfaces of the valve ball to between 30 and 35 RHR; use lubricant. Grind, hone, or cup polish to 16 RHR maximum; use lubricant (light oil or soap solution). Grit blast with glass bead media (MIL-PRF-9954-MIL 10); use a 3/16 inch ID blasting nozzle (not supersonic type) 4 inches from ball at 75 PSI air pressure. The resulting surface finish should be less than 25 RHR.Perform final polish with SUPFINA Polishing Paste (Pink polishing paste, item code 10100244, Supfina Machine Company, North Kingstown, RI). Apply the SUPFINAPolishing Paste that is initially light pink in color over the entire surface of the ball with a brush and perform a low speed finishing process with both theball and a .250" thick wool pad (Style 22110, Aetna Felt Corporation, Allentown, PA*) turning at the same time with light pressure for approximately 30 seconds** (3 revolutions) of the entire surface of the ball. Once the light pink SUPFINA polishing paste that was applied to the surface of the ball turns a grey color, the final finishing process is complete. After the final finishingprocess is complete, the surface of the ball should have a matte dull appearance with a surface finish between RHR 12 and RHR 16.

Clean ball with a warm, alkaline solution or a liquid nonionic detergent to remove SUPFINA polishing paste.

* Reference customer number PLI00499 when ordering wool pad.
** CAUTION: Excessive time will cause the ball to be polished in violation of the process."

3.11 Ball Spherical Surface Waviness - Unless otherwise specified on drawing, all sealing area surfaces must have a spherical surface waviness which does not exceed 0.0005 inches of height per inch of spherical surface. Roughness and waviness ratings must apply in a direction which yields the maximum rating, normally perpendicular to the lay.

3.12 Welding or Brazing - When welding, brazing, and allied processes are required, as invoked by Section C paragraph 3 requirements, they must be in accordance with S9074-AR-GIB-010A/278, 0900-LP-001-7000 for brazing of piping and pressure vessel applications, or S9074-AQ-GIB-010/248 for brazing of other applications. For all production and repair welding and brazing personnel and procedures must be qualified under S9074-AQ-GIB-010/248 or 0900-LP-001-7000, as applicable. Procedures and Qualification Data must be submitted for review and approval prior to performing any welding or brazing.

3.13 Installation of titanium shims must be performed using the procedure of provided in CSD667 in the ECDS (Electronic Contractor Data Submission) system at: https://register.nslc.navy.mil/. Paragraphs 6.1.1.1 and 6.1.3.9 are not applicable.

3.13.1 Use of alternative epoxies, other than the epoxies listed in n EQUIPMENT/MATERIAL section of CSD667, must be

requested as stated elsewhere in the Contract/Purchase Order.

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

3.14.1 Waivers/Deviations - All waivers and deviations, regardless of significance or classification require review and approval by the Contracting Officer. Waivers and Deviations must be designated as Critical, Major, or Minor. The Contractor must provide a copy of this request to the QAR. Requests must include the information listed below.

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

3.14.2 All requests for Waivers/Deviations on NAVSUP-WSS Contracts must be submitted to the NAVSUP WSS Contracting Specialist via eMail.

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

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

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

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

3.17 NAVSEA 0948-LP-045-7010 - Any applicable requirements of NAVSHIPS 4410.17,NAVSEA 0948-LP-045-7010, or 0948-045-7010 which the contractor must meet are included in this contract/purchase order. The above documents are for GovernmentUse Only. Further application of the above documents is prohibited.prohibited.

3.17.1 Marking of material with a Material Designator per the Drawing is also prohibited, with the exception of Fasteners. Fasteners must be marked with a Material Symbol/Designator as specified elsewhere in this contract.

* QUALITY ASSURANCE REQUIREMENTS *

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

3.19 Welding Requirements - When production or repair welding is required, the applicable welding procedure(s) and

qualification data must be submitted for review and approval. In addition, the CONSUMED WELD METAL C of C as defined below must be submitted as part of the certification OQE package submitted by the Contractor.

Note: These requirements do not apply to tack/spot welds when the conditions of Section 4.2.1.1 of S9074-AR-GIB-010A/278 are met.

3.19.1 Approval of the Contractor's qualification data must be obtained prior to performing any welding (production or repair).

3.19.2 If the Contractors qualification data has previously been approved by the Navy for other contracts, a copy of the original approval letter may be submitted along with the procedures and qualification data report to expedite the approval process. The approval letter must reference the applicable welding procedure and qualification data report identification/number. Prior approval does not guarantee acceptance for this or any future contracts. As far as practical, all procedures for the contract must be submitted at the same time. Welding procedures and qualification data must be submitted in a commercially available electronic format such as Adobe Acrobat PDF. The contractor must state the applicability of each weld procedure and qualification data submitted, citing the drawing number and pieces to be welded. (i.e. ''WP-123 and QD-123 are submitted for the weld joint between pieces 1 and 2 on drawing ABC'.' WP-456 and QD-456 are submitted for the hardfacing of piece 3 on drawing XYZ'')

3.19.3 The PCO's authorization for the use of weld procedure(s) and qualification data for the specific application as submitted does not mitigate the vendors responsibility to comply with the requirements of S9074-AQ-GIB-010/248, S9074-AR-GIB-010A/278, and the contract.

3.19.4 Authority for the repair of Special Repairs in castings, the repair of wrought material, or the repair of forged material must be obtained via request for waiver from the Procurement Contracting Officer. This request must describe the defect; including size, depth, location, and a description of the proposed repair. Repairs deemed minor or nominal in accordance with S9074-AR-GIB-010/278 can be made at contractor discretion in accordance with S9074-AR-GIB-010/278 requirements; however, Weld Procedure Specification (WPS) and Procedure Qualification Record (PQR) submittals are still required. This request for NAVSUP-WSS Contracts must be submitted via the Electronic Contractor Data Submission (ECDS) application.

3.19.5 Any new procedure qualification performed under this Contract will require the vendor to provide a minimum 72 hour notification to DCMA with an offer to observe the welding of the test assemblies. The 72 hour time limit may be modified upon mutual agreement between the vendor and DCMA.

3.19.6 When drawings require hardfacing surface Iron or Nickel content not to exceed 5%, the contractor must verify surface Iron or Nickel content by performing chemical testing as defined by the applicable drawing. The chemical test results must be submitted as part of the qualification data.

3.19.7 Additional qualification requirements for production hardfacing thickness less than 1/8-inch: Macro-etch (or legible photomacrographs clearly showing the fusion area) must be submitted for review and show consistent, minimized dilution. All essential elements and any elements not listed in S9074-AQ-GIB-010/248 that influence dilution must be in the qualification data and weld procedure, with strict limits placed on each essential element.

3.19.8 Preparation and retention of weld records is required, as specified by paragraph 4.1.3 of S9074-AR-GIB-010A/278.

3.19.9 When production or repair welding is required on titanium materials, the applicable fabrication plan, facilities procedure, training plan, and active welder qualification must also be submitted for review and approval.

3.19.10 If the contractor's fabrication plan, facilities procedure, training plan, or active welder qualification has previously been approved by the Navy for other contracts, a copy of the original approval letter may be submitted along with the applicable documentation to expedite the approval process. The approval letter must reference the applicable documentation. Prior approval does not guarantee acceptance for this or any future contracts. The contractor's fabrication plan, facilities procedure, training plan, and active welder qualification must be submitted at the same time as the applicable welding procedure(s) and weld procedure qualification data. All documentation must be submitted in a commercially available electronic format, such as Adobe Acrobat PDF.

3.19.11 A Certificate of Compliance is required for all weld filler metals used for production or repair welding, and must include the following:
a) Filler Metal LOT number(s)
b) Specification and Type
c) A positive statement that the vendor has obtained OQE and verified thateach LOT of weld filler material conforms to specification requirements.
d) A positive statement verifying that the weld filler metals were the correct material type or grade prior to consumption.

3.19.12 When production welds or repair welds are performed by a subcontractor,the requirement for submission of all certification documentation required herein must be passed down to the subcontractor.

3.20 Quality System Requirements - The Contractor furnishing items under this contract/purchase order must provide and maintain a quality system in accordance with ISO-9001 as amplified or modified herein, with the calibration

system requirements of ISO-10012 or ANSI-Z540.3 with ISO-17025. A Quality System in accordance with MIL-I-45208, with the calibration system requirements of MIL-STD-45662, is acceptable as an alternate.

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

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

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

3.20.4 This contract provides for the performance of Government Quality Assurance at source. The place or places of performance may not be changed without the authorization of the Procurement Contracting Officer. Upon receipt of this order, promptly notify the Government representative who normally services your plant so that appropriate planning for Government inspection can be accomplished. If you do not have an assigned Government representative, notify the nearest Defense Contract Management Agency (DCMA) Office. In the event that a local Government representative or DCMA Office cannot be located, our purchasing agent should be notified immediately.

3.20.5 Any changes made by the Contractor to a qualified quality system will require re-submittal to the PCO and concurrence by the Government Quality Assurance Representative prior to adoption.

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

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

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

3.22 Subcontractor Inspection Requirements - The Government has the right to inspect at source, any supplies or services that were not manufactured or performed within the contractor's facility. Such inspection can only be requested by or under authorization of the Government representative. Any purchasing documents to a subcontractor must cite the applicable portions of the contractually invoked quality system (e.g. calibration requirements), plus any product requirements that apply to the supplies being purchased. When the Government elects to perform source inspection at the subcontractor's facility, applicable purchase documents must be annotated with the following statement: "A Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government representative who normally services your plant so that appropriate planning for Government inspection can be accomplished. If you do not have an assigned Government representative, notify the nearest Defense Contract Management Agency (DCMA) Office. In the event that a local Government representative or DCMA Office cannot be located, our purchasing agent should be notified immediately."

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

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

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

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

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

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

3.24.1 Visual examination upon receipt to detect damage during transit.

3.24.2 Inspection for completeness and proper type.

3.24.3 Verification of material quality received.

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

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

3.24.6 Identification and protection from improper use or disposition.

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

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

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

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

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

3.26 Material Traceability - The certification data report must be identified through a unique traceability number, heat-lot number, or heat-treat number for metallic material or batch of non-metallic material, as applicable, which must also be marked on the material. This traceability marking on the material must provide direct traceability to the material's chemical composition and mechanical properties certification data. For material produced by batch, continuous cast, or continuous pour processes, samples must be taken no less than once in every eight hours of operation for the purpose of validating proper chemical composition and mechanical properties. Traceability must be maintained through all process operations including any subcontracted operations, to the finished component.

3.26.1 Material Marking for Traceability and Identification - The following are the minimum marking requirements. Additional/alternate marking requirements, if applicable, will be specified elsewhere in the contract/purchase order. In addition to the marking requirements on applicable drawings and/or specifications, marking for traceability is required. All traceability markings must be permanently applied in accordance with MIL-STD-792 (except as specified below). An alternate marking method is permissible provided it is an available option in the contractually invoked specification or drawing, except in instances where the material has been modified by this contract/purchase order and differs from that specified in the specification or drawing.

3.26.2 Traceability markings for items with precision machined or plated surfaces, or material with suitable marking surface areas less than 3/8 inches square (either 3/8" x 3/8" or an area equal to 0.1406 inches square) must be applied to a durable tag and the tag securely affixed to the material.

3.26.3 Permanent marking must be legible and must be located so as to not affect the form, fit, and function of the material. <Balls must be marked in the waterway and Seats must be marked on the outer cylindrical surface.>

3.26.4 Seat Marking - Each seat must be permanently marked in accordance with MIL-STD-792, type I and as stated below, except for Teflon seats, which must only be tagged. Type IX marking may be substituted for type I, provided the minimum character size scribed by the marking tool must be approximately 3/32 inch high to insure legibility. Permanent marking is not permitted on Teflon seats.

Seat marking requirements must maintain complete traceability to certification OQE. Seat marking must be either heat/lot or batch number, a vendor traceability number/code, or a combination thereof and must be unique to the material certification.

3.26.5 Traceability markings must be maintained through assembly, and whenever possible must be visible after assembly. For items where the marking is not visible after assembly, a durable tag must be securely attached to the

item identifying the part number, piece number, traceability number, and the location of the permanent mark.

3.27 See CDRL-DI-MISC-81020 (Chemical and Mechanical) and CDRL DI-MISC-80678 (SEAT MATERIAL) - Material Certifications - The following material certification requirements apply:

3.27.1 Metallic Material - Quantitative chemical and mechanical analysis of material traceable to traceability markings is required. Material certification test reports must include the class, form, condition, grade, type, finish, and/or composition, as applicable, of the material supplied.

3.27.2 Non-Metallic Material - The Contractor must furnish the applicable test reports for each heat/lot/batch of seat material. Material certification test reports must include, in addition to the specification, the class, form, grade, type, process, and/or composition, as applicable, of the material supplied.

3.27.3 Re-identification and re-certification of metallic material is required when the material is subjected to a process which alters its properties. If the starting material or raw stock is processed in a manner that will not affect its chemical composition or mechanical properties, the original certifications for the chemical composition and mechanical properties, as required by the material specification, are acceptable. Re-certification of the chemical or mechanical properties is required if a process is used during fabrication that alters the original properties of the material (e.g. alloying, heat treating, or forming). In these instances, the properties of the material must be re-determined and documented to reflect the altered condition. The altered material must be uniquely re-identified. The properties thus determined and documented, are required for final certification and must conform to the material specification or the contract/purchase order requirements. When only the mechanical properties are altered, the original certification forchemical composition must be overstamped and annotated with the unique traceability marking used with the altered material and at a minimum contain the information below.

TRACEABILITY MARKING_____
(marking on finished item)

IS FABRICATED FROM RAW MATERIAL IDENTIFIED TO

HEAT/LOT NUMBER _____ AND HEAT TREAT NUMBER _____
(when applicable)

_____ DATE _____ (name and signature of auth. co. rep.)

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

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

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

3.28 Material Handling - The written material control process must include the following:

3.28.1 All raw materials must have traceability markings (except as specified below).

3.28.2 Stored raw materials requiring traceability must be segregated to preclude intermingling with materials not requiring traceability.

3.28.3 When traceability markings will be removed by a manufacturing or fabrication process, the marking must be recorded prior to removal and be immediately restored upon completion of the process. If this cannot be done or is impractical, an appropriate material control procedure (such as a bag and tag, tagging, and/or tote box control) must be employed. The material control procedure must provide a method of positive control to preclude commingling of heats/lots or loss of traceability. The traceability marking must be reapplied upon completion of the final manufacturing process.

3.28.4 Brazing or weld filler metals for strength welds forming or integral with pressure containing components or assemblies requiring traceability must be verified to be the correct material, and type or grade, as applicable, prior to consumption. At a minimum, material verification must consist of inspection of material test reports for conformance to specified requirements. Control of welding and brazing filler metals must be maintained to the point of consumption to assure use of the correct type and grade. Markings and traceability requirements do not apply to brazing and weld filler metals after consumption. It is the responsibility of the prime contractor to ensure conformance with the above requirements on welds performed by their subcontractors.

3.28.5 Purchase orders for raw material must specify that the material be traceable to material certification test reports by traceability markings on the material and identified on the test reports. The certification data requirements contained in DI-MISC-81020 must be invoked by the prime contractor on all subcontractors supplying Level I material.

3.28.6 The material control process must include requirements for the maintenance of traceability for items sent out for subcontracted operations. If such operations would remove traceability markings, purchase or work orders must specify a method and marking location for remarking. The contractor must also ensure that subcontractor production controls are adequate to preclude commingling of materials during processing.

3.29 Receiving Inspection

3.29.1 Products and services produced by sub-tier suppliers for incorporation in the contract end item must be subject to inspection or audit at the time of receipt by the prime prior to further processing within the prime contractor's plant or shipment to another location.

3.29.2 Receiving Inspection must include as a minimum -

Verification that the traceability marking on the material agrees with that on the certification test reports.

Verification that certification test reports are legible and complete.

Verification that the contents of the certification test reports are in compliance with the contractually invoked specifications and requirements.

3.30 Discrepancy Reporting

3.30.1 Nonconforming products must be identified and processed in accordance with the prime contractor's procedures for controlling nonconforming products. The prime contractor must report the receipt of any nonconforming products to the responsible sub-tier supplier in accordance with established procedures. Nonconforming material records will be maintained and available for review by the government Quality Assurance Representative (QAR).

3.31 Final Inspection - The following inspections must be performed prior to Government inspection and acceptance.

3.31.1 Material Sampling - Material must be inspected for form, fit, and function. Lot acceptance must be based on zero defects and lot rejection based on one defect. The sample size must be in accordance with the sampling plan(s) in the applicable military specification or standard, federal specification or standard, or drawing to which the material was manufactured. In the absence of such sampling plans, sampling inspection must be per ANSI/ASQ-Z1.4, general inspection level II (for sample size selection code), table IIA (for sample size).

SMALL LOT SIZES - For lot sizes of fifty or less, the minimum sample size must be eight units. For lot sizes of eight or less, the sample size must be one hundred percent of the lot.

3.31.2 The Manufacturer may elect to use Statistical Process Control (SPC) to assure product quality in lieu of the above attribute sampling plan, provided that the SPC methodology/system used provides acceptable products to the Government. However, the Government/Navy Receipt Inspection Activity may perform their acceptance inspection of the material using the attribute sampling plan outlined above.

3.31.3 All data concerning material verification (chemical, mechanical or physical properties), traceability (material certifications to material marking), and nondestructive test (NDT) certifications for material must be 100% inspected. The certification test reports must also be 100% inspected for completeness and legibility.

3.31.4 All material requiring traceability must be 100% inspected for traceability marking and that the marking is legible.

3.31.5 Sampling for certification of non-metallic material must be on the basis of one set of test specimens from each heat/lot or batch.

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

1. Contractor's name, address and date.
2. The contract/purchase order number (for example: N00104-11-P-FA12)
3. The National Stock Number (NSN). The 18 character National Stock Number for Special Emphasis Material includes the two digit COG, the four digit FSC, the 9 digit NIIN, and the two digit SMIC (for example: 1H 4820 012345678 L1) ("N/A" when Not Applicable).
4. Lubricants, sealants, anti-seize, and/or thread locking compounds ("N/A" when Not Applicable).
5. Certification that O-rings, packing, gaskets, or other elastomeric products were installed in a compressed state within an assembly or sub-assembly, prior to expiration of the shelf life ("N/A" when Not Applicable).
6. Manufacturer's compound number ("N/A" when Not Applicable).
7. When weld procedure submittal is required by the contract, a statement that the approval date of the qualification data precedes any production or repair welding performed on this Contract. ("N/A" when Not Applicable).
8. A statement to the effect that all items furnished on this contract are in full compliance with the specifications and requirements and list each contractually invoked conformance/compliance test performed by name and that it was performed satisfactorily.
9. Contractor's or authorized personnel's signature.

**WSSTERMCZO5**
**CONFIGURATION MANAGEMENT - MARITIME**

1.0 Configuration Management

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

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

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

2.0 Engineering Changes

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

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

**WSSTERMCZ05 (CONT)**
**CONFIGURATION MANAGEMENT - MARITIME**

3.1.2 Minor Variances: For minor RFVs, delivery and/or shipment of such items under this contract is not permitted until the request is approved by the cognizant DCMA CMO, SUPSHIP, or SYSCOM TWH. On Navy Special Emphasis Program contracts/purchase orders, the Contractor must submit minor variance requests via DCMA or SUPSHIP and the PCO, to the SYSCOM Program Office or their delegated representative, for approval or disapproval.

3.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor variance.
(12-23)

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

**CLIN: 0001**
**NIIN: 011359916** **ACTIVITY USE ONLY: TDP VERSION NO.: 005**
**ITEM NAME: PARTS KIT,BALL VALV**

**5. PACKAGING**

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

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.
(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that --
(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
(C) Text Element Identifiers (TEIs)(Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.
(5) Unique item identifier.
(i) The Contractor shall-
(A) Determine whether to-
(1) Serialize within the enterprise identifier;

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

(2) Serialize within the part, lot, or batch number; or
(3) Use a DoD recognized unique identification equivalent; (e.g. Vehicle Identification Number): and

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

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

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

(ii) The issuing agency code-
(A) Shall not be placed on the item; and
(B) Shall be derived from the data qualifier for the enterprise identifier.

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

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

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

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

** Once per item.

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

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

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

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is

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

required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

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

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

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

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

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

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

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

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

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

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

| NSN | DESCRIPTION | QUANTITY PER UNIT PACKAGE | APPLICATION | FORM NUMBER |
|---|---|---|---|---|
| 0108LF5055300 | DLR Label 2in.x3in. | 100 | Unit Container | NAVSUP 1397-1 |
| 0108LF5055000 | DLR Label 3inx5in. | 100 | Intermediate Shipping Container | NAVSUP 1397 |

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

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

| SMIC | MARKINGS | COLOR | TYPE CONTAINER |
|---|---|---|---|
| L1 | LEVEL 1 | RED | Unit, intermediate and shipping (size permitting) |
| S1 | SURFACE LEVEL 1 | RED | Unit, intermediate and shipping (size permitting) |
| D4/D5/D7 | DSS-SOC | RED | Unit, intermediate and shipping (size permitting) |
| C1* | LEVEL 1 SPECIAL CLEAN O2-N2 | Green | Unit, intermediate and shipping |
| CP/VG* | SPECIAL CLEAN O2-N2 | GREEN | Unit, intermediate and shipping |
| 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) |

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

| | | | |
|---|---|---|---|
| Q3/Q5 | Q3 or Q5 | RED | Unit, intermediate and shipping |

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

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

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

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

c. Use of nonstandard commercial pallets is prohibited.

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

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

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

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

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

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

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

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

| Container NSN | Container Part Number (80132) | Alternate Packaging Code IAW MIL-STD-2073-1 |
|---|---|---|
| 8145 002609548 | P069-2 | |
| 8145 002609556 | P069-1 | N 001 000 GX 1 00 K3 LT B ED |
| 8145 002609559 | P069-3 | UCL = B |
| 8145 002609562 | P069-4 | SPMK = 39 |
| 8145 010124088 | P069-6 | PACK = QFF |
| 8145 010140440 | P069-5 | |

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

(12-2025)

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

**CLIN: 0001**
**NIIN: 011359916** **ACTIVITY USE ONLY: TDP VERSION NO.: 005**
**ITEM NAME: PARTS KIT,BALL VALV**

**4. QUALITY ASSURANCE**

4.1 Notes to DCMA QAR and the Contractor -

4.1.1 DCMA QAR and the Contractor for proprietary designs - Departures from Contractor imposed requirements, not specifically covered by the contract, must be judged individually on the basis of the effect, if any, on contractual requirements. When there is a disagreement between the Contractor and the Government representative as to the effect on contractual requirements, the departure must be considered a nonconformance and be submitted to the PCO for disposition.

4.1.2 DCMA QAR and the Contractor for proprietary designs - All records of departures from Contractor imposed requirements must be maintained and available for review at the Contractor's facility. A copy must be given to the local Government representative. A record of these departures, traceable to the applicablepart number and contract number must be submitted to the PCO.

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

4.1.4 DCMA QAR - It is the responsibility of DCMA QAR to review Non-Destructive Testing (NDT) procedures for NAVSUP Contracts/Purchase Orders.

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

**52.246-11**
**HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
(2) When the technical requirements of a subcontract require-
(i) Control of such things as design, work operations, in-process control, testing, and inspection; or
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

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

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

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

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

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

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

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

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:
Packaging House _ < >
_____Address < >
_____ (06-02)

**WSSTERMEZ07**
**INSPECTION/ACCEPTANCE POINT**

1. Inspection of Supplies:

At: < >

Name/Address/Location where supplies are to be inspected.

By: < >

2. Inspection of Packaging (if different from paragraph 1.)

At: < >

Name/Address/Location where Packaging will be Performed and Inspected

By: < >

3. Final Acceptance

At: < >

Name/Address/Location where final acceptance is to take place.

By: < >
(11-02)

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

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

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

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

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/Pro visions-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 registratoin (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. (08-23)

**WSSTERMFZO6**
**GENERAL INFORMATION-FOB-DESTINATION**

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

INSPECTION/ACCEPTANCE: shall occur at either
A = Destination -or-
B = Contractor's Plant
(If different than address on page one please site location:)
The Contracting Officer must specify (A) or (B) in this space: ( <B> )
NOTE: If Inspection & Acceptance is at Destination charges must be included in offered price.

DELIVERY: _____Days
(Offeror Insert)
INFORMATION TO BE FURNISHED BY OFFEROR:

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

Quantities_____through_____ _____

Quantities_____through_____ _____

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

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

| | YES | NO |
|---|---|---|
| A. Catalog Price | | |
| 1. Is the item a standard commercial product sold in substantial quantities to the General Public? If yes, request furnish a copy of the price sheet with your quotation. | ( ) | ( ) |
| 2. Is the item, while not the exact catalog item, sufficiently similar so as to be compared with the catalog item? If yes, request provide a copy of catalog price and briefly explain the difference. | ( ) | ( ) |

B. Contractor's Pricing System
(In development of the current price, were the following generally accepted estimating procedures utilized:)

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

(06-02)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table

| Field Name in WAWF | Data to be entered in WAWF |
|---|---|
| Pay Official DoDAAC | ( <TBD> ) |
| Issue By DoDAAC | ( <N00104> ) |
| Admin DoDAAC | ( <TBD> ) |
| Inspect By DoDAAC | ( <N39040 - Certifications, S4306A - Material> ) |
| Ship To Code | ( <N50286> ) |
| Ship From Code | ( <TBD> ) |
| Mark For Code | ( <136> ) |
| Service Approver (DoDAAC) | ( <N/A> ) |
| Service Acceptor (DoDAAC) | ( <N/A> ) |
| Accept at Other DoDAAC | ( <N39040 - Certifications> ) |
| LPO DoDAAC | ( <N/A> ) |
| DCAA Auditor DoDAAC | ( <N/A> ) |
| Other DoDAAC(s) | ( <SEE DD FORM 1423> ) |

(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).)

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

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

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

(g) WAWF point of contact.

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

( <PORT_PTNH_WAWF_NOTIFICATION@NAVY.MIL
CHRISTIAN.M.VALDEZ4.CIV@US.NAVY.MIL> )(Contracting Officer: Insert applicable information or "Not applicable.")

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

**WSSTERMGZ05**
**NOTE TO POST CONTRACTUAL MATTERS - REPAIR**

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 of 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. (08-21)

## PART I - THE SCHEDULE
## SECTION H
## SPECIAL CONTRACT REQUIREMENTS

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

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.
(5/25)

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

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

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

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

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

**WSSTERMHZ03**
**FIRM FIXED PRICE REPAIR PURCHASE ORDERS**

(a) The unit prices and total amounts shown on the schedule page are Firm Fixed Prices. The contractor shall begin work immediately upon receipt of order and receipt of non-RFI asset(s). The item(s) to be repaired shall be shipped, transportation charges prepaid, to the Contractor's Plant listed on page 1.

(b) Beyond Economical Repair
(1) The Contractor shall not begin repairing, or if the repair is in process shall stop repairing, any item(s) where the total cost of repair including labor and parts is reasonably expected to exceed one hundred percent (100%) of the item's acquisition price based on production run quantities of a new item in a configuration similar to the configuration of the item to be repaired. The DCMA QAR shall verify the condition of the item. The estimated acquisition unit price of the item furnished for repair is $ < > .
(2) When the estimated cost of the repair to the item will exceed the above acquisition price, the Contractor shall promptly notify both the cognizant ACO and NAVSUP WSS buyer of the estimated cost to repair the item.
(3) The NAVSUP WSS buyer will notify the ACO and the Contractor if the item is to be repaired at a negotiated Over and Above price. If the repair is to be discontinued, disposition instructions will be provided and the order will be modified (limited to the amount obligated on the order) to compensate the Contractor for work performed and parts furnished.

(c) Warranty.
(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 one year from the date of delivery:
(i) Any part furnished or work done under this order will be free from defects in material and workmanship and will conform with the specifications stated and all other requirements of this order; and
(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of any repaired overhauled item will conform to this order.
(2) The Contracting Officer shall give written notice to the Contractor of any breach of warranties and required corrective action within 45 days after discovery of the defect. (12-04)

**WSSTERMHZ04**
**TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA**

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

(b) As used in this clause, the following terms shall have the following definitions:
(1) "United States" means the States, the District of Columbia, Puerto Rico, American Somoa, the Canal Zone, the Virgin Islands, Guam, and an area subject to the complete sovereignty of the United States.
(2) "Equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models or such supplies and component parts and models thereof.
(3) "Technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item whether or not the information and data were specified to be delivered under this contract, including without limitation, all writings, sound recordings, pictorial reproductions and drawings or other graphical representations. "Technical data" does not include such information and data on standard commercial supplies and component parts in or in connection with any item or component part thereof, specified to be delivered under this contract.
(4) "Foreign national or immigrant alien" means a person not a United States citizen or a United States National. United States Citizens acting as agents for foreign concerns are considered to be foreign nationals for industrial security purposes and the purpose of this restriction.

**WSSTERMHZ04 (CONT)**
**TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA**

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

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

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

Mod Assist is the mandatory means of submitting an official request for modification of this contract. Unless otherwise authorized, in writing, by a warranted Contracting Officer, no other means for submitting a request for modification to a contract, or a request for any action that would require a modification to the contract to execute will be accepted by the Government.
Submission of a request for modification of terms and conditions to this contract is not a guarantee that the terms or conditions will be modified.

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

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

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

Click on the link https://public.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.
(03-26)

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

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

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

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

(a) Definitions. As used in this clause--
(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.
(2) "Component," other than a bearing component, means any item supplied to the Government as part of an end product or of another component.
(3) "End product" means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause --
(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and
(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

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

(c) The restriction in paragraph (b) of this clausedoes not apply to ball or roller bearings that are acquired as --

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

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acqusition Regulation Supplement.

(e) If this contract includes DFARS Clause 252.225-7009, Restriction on Acquisition of Certain Articles Contining Specialty Metals, all bearings that contain specialty metals, as defined in that clause, must meet the requirements of that clause.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for --

(1) Commercial products; or
(2) Items that do not contain ball or roller bearings.

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

**52.245-1**
**GOVERNMENT PROPERTY (SEP 2021)**

52.245-1 is Incorporated by Reference (IBR).

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

**252.225-7001**
**BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM -BASIC (FEB 2024)**

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

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

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

(a) Definitions. As used in this clause--
"Acceptance," means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

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

(b) Contractor's obligations.
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for <One year from date of delivery.> (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

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

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 <One year from date of delivery.> (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.

Alternate I (Reserved)

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

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

( < > ) Alternate III (Apr 1984). If the supplies cannot be obtained from another source, substitute a paragraph substantially the same as the following paragraph (c)(4) for paragraph (c)(4) of the basic clause:
(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

( < > ) Alternate IV (Apr 1984). If a fixed-price incentive contract is contemplated, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause:
(6) All costs incurred or estimated to be incurred by the Contractor in complying with this clause shall be considered when negotiating the total final price under the Incentive Price Revision clause of this contract. After the establishment of the total final price, Contractor compliance with this clause shall be at no increase in the total final price. Any equitable adjustment made under paragraph (c)(2) of this clause shall be governed by the paragraph entitled "Equitable Adjustments Under Other Clauses" in the Incentive Price Revision clause of this contract.

( < > ) Alternate V (Apr 1984). If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, add a paragraph substantially the same as the following paragraph (c)(6) to the basic clause. Redesignate the additional paragraph as "(c)(7)" if Alternate IV is also being used.
(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

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

(a) Definitions. As used in this clause-

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or aquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture,

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

process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-
(1) Leaves or left DoD service on or after January 28, 2008; and
(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served-
(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;
(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or
(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or
(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

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

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

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

**52.204-10**
**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEV 2026-00 043)(FEB 2026)**

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

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

(b) Requirement. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) Reporting. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:
(1) Executive compensation of the prime contractor. The Contractor shall report the names and total

**52.204-10 (CONT)**
**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEV 2026-00 043)(FEB 2026)**

compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if-
(i) In the Contractor's preceding fiscal year, the Contractor received-
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants); cooperative agreements, and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract.
(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
(ii) Name of the subcontractor.
(iii) Amount of the subcontract award.
(iv) Date of the subcontract award.
(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
(vi) The subcontract number assigned by the Prime Contractor.
(vii) Subcontractor's physical address.
(viii) Subcontractor's primary performance location.
(ix) The prime contract number, and order number if applicable.
(x) Awarding agency name and code.
(xi) Funding agency name and code.
(xii) Government contracting office code.
(xiii) The applicable North American Industry Classification System code (NAICS).
(3) Executive compensation of the first-tier subcontractor.The Contractor shall report by the end of the monthfollowing the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if-
(i) In the subcontractor's preceding fiscal year, the subcontractor received-
(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and
(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (see http://www.sec.gov/answers/execomp.htm).

(d) Restriction. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) Duration. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

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

(g) Prepopulated data. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

**52.219-13**
**NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)**

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be any, to be set aside for

**52.219-13 (CONT)**
**NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)**

small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

**52.245-9**
**USE AND CHARGES (APR 2012)**

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

information that is necessary for the authorized purpose(s) for which the information is being released.

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) Subcontracts. The Contractor shall-

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

(2) Require subcontractors to--

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

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

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

(a) Definitions. As used in this clause-

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

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

"Litigation support contractor" means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

"Sensitive information" means controlled unclassified information of a commmercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or methhod of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received--

(1) Within or in connection with a quotation or offer; or
(2) In the performance of or in connection with a contract.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercialprodu cts or commercial services.

**252.225-7036**
**BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM-BASIC (FEB 2024)**

252.225-7036 is Incorporated by Reference (IBR)

If an alternate is checked it applies.
< > ALTERNATE I (FEB 2024)
< > ALTERNATE II (RESERVED)
< > ALTERNATE III (RESERVED)
< > ALTERNATE IV (FEB 2024)
< > ALTERNATE V (RESERVED)
< > ALTERNATE VI (FEB 2024)
< > ALTERNATE VII (FEB 2024)
< > ALTERNATE VIII (RESERVED)
< > ALTERNATE IX (RESERVED)
< > ALTERNATE X (FEB 2024)
< > ALTERNATE XI (RESERVED)

**52.219-14**
**LIMITATIONS ON SUBCONTRACTING (FEB 2023)(DEVIATION 2021-00008)**

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

**252.245-7003**
**CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (JAN 2025)**

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

252.219-7996 (DEVIATION 2026-O0037) (FEB 2026) is Incorporated by Reference (IBR).

If checked, the alternate below applies:
( < > ) ALTERNATIVE I -SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2026-O0037) (FEB 2026)
( < > ) ALTERNATIVE II -SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2026-O0037) (FEB 2026)

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

**252.246-7998**
**WARRANTY OF DATA-BASIC (DEVIATION 2026-00035) (FEB 2026)**

252.246-7998 (DEVIATION 2026-00035) (FEB 2026) is Incorporated by Reference (IBR).

If checked, the alternate below applies:
( < > ) ALTERNATIVE I - WARRANTY OF DATA (DEVIATION 2026-00035) (FEB 2026)
( < > ) ALTERNATIVE II - WARRANTY OF DATA (DEVIATION 2026-00035) (FEB 2026)

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

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

**252.217-7028**
**OVER AND ABOVE WORK (DEC 1991)**

**252.245-7005**
**MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)**

(a) Definitions. As used in this clause-
As is means that the Government makes nowarranty with respect to the serviceability and/or suitability of the Government property for contract performance and that the Government will not pay for any repairs, replacement, and/or refurbishment of the property.

Commercial and Government Entity (CAGE) code means-
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
Contractor-acquired property, contractor inventory, Government property, Government-furnished property, and loss of Government property have the meanings given in the Federal Acquisition Regulation (FAR) 52.245-1, Government Property, clause of this contract.
Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.
Export-controlled items has the meaning given in the Defense Federal Acquisition Regulation Supplement (DFARS) 252.225-7048, Export-Controlled Items, clause of this contract.
Ineligible transferee means an individual, an entity, or a country-
(1) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at https://sam.gov;
(2) Delinquent on obligations to the U.S. Government under surplus sales contracts;
(3) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or
(4) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.
Item unique identification means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.
National stock number means a 13-digit stock number used to identify itemsof supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.
Reparable item means an item, typically in unserviceable condition, furnished to the contractor for maintenance, repair, modification, or overhaul.
Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."
Serially-managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number or unique item identifier.
Serviceable or usable property means property with potential for reutilization or sale as is or with minor repairs or alterations.
Supply condition code means a classification of materiel in terms of readiness for issue and use or to identify

**252.245-7005 (CONT)**
**MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)**

action underway to change the status of materiel.
Unique item identifier (UII) means a set of data elements marked on an item that is globally unique and unambiguous. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

(b) Reporting Government property.
(1) The Contractor shall use the Government Furnished Property (GFP) module of the Procurement Integrated Enterprise Environment (PIEE) to-
(i) Report receipt of GFP;
(ii) Report the transfer of GFP to another DoD contract;
(iii) Report the shipment of GFP to the Government or to a contractor. The GFP module generates the electronic equivalent of the DD Form 1149, DD Form 1348-1, or other required shipping documents;
(iv) Report when serially-managed items of GFP are incorporated into a higher-level component, assembly, or end item;
(v) Report the loss of Government property in accordance with paragraph (f)(1)(vii) of the FAR 52.245-1 clause of this contract;
(vi) Complete the plant clearance inventory schedule in accordance with paragraph (j)(2) of the FAR 52.245-1 clause of this contract, unless disposition instructions are otherwise included in this contract. The GFP module generates the electronic equivalent of the Standard Form (SF) 1428, Inventory Disposal Schedule; and
(vii) Submit a request to buy back or to convert to GFP items of Contractor-acquired property.
(2) Information regarding the GFP module is available in the GFP Module Vendor Guide at https://dodprocurementtoolbox.com/sitepages/gfp-resources. Users may also re for access to the GFP module and obtain training on the PIEE home page at https://piee.eb.mil.
(3) In complying with paragraphs (b)(1)(i) through (iv) of this clause, the Contractor shall report the updated status of the property to the GFP module within 7 business days of the date the change in status occurs, unless otherwise specified in thecontract.
(4) The Contractor shall use Wide Area WorkFlow in accordance with DFARS Appendix F, Material Inspection and Receiving Report, to report the shipment of reparable items after completion of repair, maintenance, modification, or overhaul.
(5) When Government property is in the possession of subcontractors, the Contractor shall ensure that reporting is accomplished using the data elements required in paragraph (c) of this clause.

(c) Records of Government property. To facilitate reporting of Government property to the GFP module, the Contractor's property records, in addition to the requirements of paragraph (f)(1)(iii) of the FAR 52.245-1 clause of this contract, shall enable recording of the following data elements:
(1) National stock number (NSN). If an NSN is not available, use either the combination of the manufacturer's CAGE code and part number, or model number.
(2) CAGE code on the accountable Government contract.
(3) Received/sent (shipped) date.
(4) Accountable Government contract number.
(5) Serial number (for serially-managed items that do not have a UII); and
(6) Supply condition code (only required for reporting of reparable items). For information on Federal supply condition codes, see DLM 4000.25, Defense Logistics Management Standards (DLMS), Volume 2, Supply Standards and Procedures, Appendix 2.5 at https://www.dla.mil/HQ/ InformationOperations/DLMS/elibrary/manuals/v2/.

(d) Marking, reporting, and UII registration of GFP requirements. The Contractor-
(1) Shall assign the UII and mark the reparable items identified as serially managed in the GFP attachment to this contract with an item unique identification (IUID) data matrix, when the technical drawing for the item is accessible to the Contractor and includes IUID data matrix location and marking method;
(2) Shall report the UII either before or during shipment of the repaired item;
(3) Is not required to mark items that were previously marked with an IUID data matrix and registered in accordance with DFARS 252.211-7003, Item Unique Identification and Valuation; and
(4) Shall assign a new UII, then mark and register the item, when the conditions of paragraph (d)(1) are met, if an item is found to be marked but not registered in the IUID Registry.

(e) Disposing of Government property.
(1) The Contractor shall complete the plant clearance inventory schedule using the plant clearance capability of the GFP module of the PIEE to generate an electronic equivalent of the SF 1428, Inventory Disposal Schedule. The plant clearance inventory schedule requires the following:
(i) If known, the applicable Federal supply code (FSC) for all items, except items in scrap condition.
(ii) If known, the manufacturer name for all aircraft components under Federal supply group 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.
(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.
(2) If the schedules are acceptable, the plant clearance officer will confirm acceptance in the GFP module plant clearance capability, which will transmit a notification to the Contractor. The electronic acceptance is equivalent to the DD Form 1637, Notice of Acceptance of Inventory.

**252.245-7005 (CONT)**
**MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)**

(f) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoD Manual (DoDM) 4160.28-M, edition in effect as of the date of this contract. If the property is available for purchase, the plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(g) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(h) Inherently dangerous Contractor inventory. Contractor inventory that is dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(i) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, final governing standards, and government-to-government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(j) Disposal of scrap-

(1) Contractor scrap procedures.

(i) The Contractor shall include, within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and contain the necessary internal controls for mitigating the improper release of nonscrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(k) Sale of surplus Contractor inventory-

(1) Sales procedures.

(i) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction. The Contractor shall include in its invitation for bids the sales terms and conditions provided by the plant clearance officer.

(ii) The Contractor may conduct internetbased sales, to include use of a third party.

(iii) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(iv) The Contractor shall solicit bids to obtain adequate competition. Negotiated sales are subject to obtaining such competition as is feasible under the circumstances of the negotiated sale.

(v) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(vi) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(vii) In addition to providing notice of the proposed sale to prospective bidders, the Contractor may, when the results are expected to justify the additional expense, display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the internet, in appropriate trade journals or magazines, and in local newspapers.

(viii) The plant clearance officer or designated Government representative will witness the bid opening. The Contractor shall submit the bid abstract in electronic format to the plant clearance officer within 2 days of bid opening. If the Contractor is unable to submit the bid abstract electronically, the Contractor may submit 2 copies of the abstract manually within 2 days of bid opening. The plant clearance officer will not approve award to any bidder who is an ineligible transferee.

(2) Required terms and conditions for sales contracts. The Contractor shall include the following terms and conditions in sales contracts:

(i) For sales contracts or other documents transferring title:
"The Purchaser certifies that the property covered by this contract will be used in insert name of country . In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or reexport license approval."

(ii) For sales contracts that require demilitarization, mutilation, or destruction of property:
"The following items insert list provided by plant clearance officer require demilitarization, mutilation, or destruction by the Purchaser. Additional instructions are provided in accordance with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this sales contract. A Government representative will certify and verify demilitarization of items. Prepare demilitarization certificates in accordance with DoDM 4160.28, Volume 2, section 4.5, DEMIL Certificate (see figure 2, Example DEMIL Certificate)."

(iii) Removal and title transfer:

**252.245-7005 (CONT)**
**MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)**

"Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative."
(iv) Assumption of cost incident to demilitarization:
"The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property."
(v) Failure to demilitarize:
"If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the sales contract, the Contractor may, upon giving 10 days written notice to the Purchaser-
(A) Repossess, demilitarize, and return theproperty to the Purchaser, in which case thePurchaser hereby agrees to pay to theContractor, prior to the return of theproperty, all costs incurred by the Contractorin repossessing, demilitarizing, and returningthe property;
(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or
(C) Repossess and resell the property under similar terms and conditions, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor."

(l) Restrictions on purchase or retention of Contractor inventory. The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-
(1) Is a civilian employee of DoD or the U.S. Coast Guard;
(2) Is a member of the Armed Forces of the United States, including the U.S. Coast Guard; or
(3) Has any functional or supervisory responsibilities for or within DoD's property disposal, disposition, or plant clearance programs or for the disposal of contractor inventory.

(m) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-
(1) Forwarded to the Contracting Officer;
(2) Credited to the Government as part of the settlement agreement pursuant to the termination of the contract;
(3) Credited to the price or cost of the contract; or
(4) Applied as otherwise directed by the Contracting Officer.

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

**52.232-25**
**PROMPT PAYMENT (JAN 2017)**

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

**52.219-6**
**NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEV 2026-00037)(FEB 2026)**

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

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

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

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

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

52.240-91 (CONT)
SECURITY PROHIBITIONS AND EXCLUSIONS (CLASS DEVIATION 2026-O0025)(FEB 2026)

If alternate if checked it applies.
< > Alternate I (Class Deviation 2026-O0025) As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:
(e) Governmentwide exclusion and removal orders.
(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). (Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:)

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

252.225-7013
DUTY-FREE ENTRY (AUG 2025)

252.246-7008
SOURCES OF ELECTRONIC PARTS (JAN 2023)

52.222-50
COMBATING TRAFFICKING IN PERSONS (DEV 2026-O0040)(FEB 2026)

252.223-7008
PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)

52.243-1
CHANGES--FIXED PRICE (FEB 2026) (DEVIATION 2026-O0034)

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

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

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

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

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

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

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

52.232-23
ASSIGNMENT OF CLAIMS (MAY 2014)

252.227-7989
RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATIO N-OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0036)( FEB 2026)

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

252.227-7991
RIGHTS IN BID OR PROPOSAL INFORMATION (DEVIATION 2026-00036)(FEB 2026)

252.227-7996
TECHNICAL DATA-WITHHOLDING OF PAYMENT (DEVIATION 2026-00036) (FEB 2026)

252.227-7997
VALIDATION OF ASSERTED RESTRICTIONS (DEVIATION 2026-00036) (FEB 2026)

52.222-19
CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEV 2026-00040)(FEB 202
6)

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

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

52.246-26
REPORTING NONCONFORMING ITEMS (AUG 2024)

52.213-4
TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (NONCOMMERCIAL) (DEVIATION 2026-00
029)(FEB 2026)

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

52.240-92
SECURITY REQUIREMENTS (CLASS DEVIATION 2026-00025)

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

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

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

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

CLIN: 0001
NIIN: 011359916 ACTIVITY USE ONLY: TDP VERSION NO.: 005
ITEM NAME: PARTS KIT,BALL VALV

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

## PART IV - REPRESENTATIONS AND INSTRUCTIONS
## SECTION K
## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

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

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR parts 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

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

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

(b) Evaluation. The Government-
(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) For line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahraini end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American-Free Trade Agreements-Balance of Payments Program-Basic clause of this solicitation, the offeror certifies that-
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;
(ii) Each domestic end product listed in paragraph (c)(3) of this provision contains a critical component or a critical item; and
(iii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror shall identify all end products that are not domestic end products.
(i) The offeror certifies that the following supplies are qualifying country (except Australian) end products:

| 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 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

(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)

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

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

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

(b) Evaluation. The Government -
(1) Will evaluate offers in accordance with policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.
(1) For all line items subject to the Trade Agreements-Basicclause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
(2) The following supplies are other nondesignated country end products:

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

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

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

(b) Evaluation. The Government --

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

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

(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)

( < > ) ALTERNATE I (Reserved)

**252.204-7998**
**ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0043)(FEB 2026)**

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

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:
(e)(1) If the provision at FAR 52.204-7, System for Award Management Registration, is included in this solicitation, paragraph (g) of thisprovision applies.
(2) If the provision at FAR 52.204-7, System for Award Management Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: ____
(i) Paragraph (g) applies. ____
(ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:
(i) 252.204-7016, Covered Defense Telecommunications Equipmentor Services-Representation. Applies to all solicitations.
(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations forthe acquisition of commercial satellite services.
(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.
(vi) 252.229-7012, Tax Exemptions (Italy)-Representation.Applies to solicitations when contract performance will be in Italy.
(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations when contract performance will be in Spain.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)
( < > ) (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-Balanceof Payments Program Certificate.
( < > ) Use with Alternate I.
( < > ) Use with Alternate II.
( < > ) Use with Alternate III.
( < > ) Use with Alternate IV.
( < > ) Use with Alternate V.
( < > ) (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
( < > ) (vii) 252.232-7015, Performance-BasedPayments-Representation.
Payments-Representation.
(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 andparagraph (f) of this provision have been entered or updated within the last 12months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer 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.

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

(a) Definitions. As used in this provision-

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

(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 (Name and Phone Number with Country Code, City Code and Area Code, as applicable)
Name and Address of Offeror
Name and Address of Entity Controlled by a Foreign Government
Description of Interest, Ownership Percentage, and Identification of Foreign Government

**52.209-2**
**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION ( DEV 2026-00042)(FEB 2026)**

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

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard required that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statues:
(1) Federal Insecticide, Fungicide and Rodenticied Act;
(2) Federal Food, Drug and Cosmetics Act;
(3) Consumer Product Safety Act;
(4) Federal Hazardous Substances Act: or
(5) Federal Alcohol Administration Act.

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

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

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

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

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

**252.204-7016**
**COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 19**
**)**

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

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

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

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

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

(a) Definitions. As used in this provision-

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information.
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in

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

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 damges in excess of $100,000.

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

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

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

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

a) Definitions. As used in this provision -

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

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2) -

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, Protecting Controlled Unclassiified Information in Nonfederal Information Systems and Organizations (see http://dx.doi.org/10.6028/NIST.SP.800-171), that are in effect at the time the solicitation is issued or as authoried by the contracting officer

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of -

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

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

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

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

_____

_____

_____

(b) Each offeror who believes that acquisitions in different quantities would be more dvantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.
(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received nd the Government's requirements indicate that different quantities should be acquired.

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

(a) The Government will not enter into a contract with any corporation that -
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-
(1) It is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is ( ) is not ( ) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

WSSTERMKZ03
PRICING INFORMATION FOR SIMPLIFIED ACQUISITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**252.227-7992**
**IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEV 2026-00036)(FEB 2026)**

**WSSTERMLZ06**
**CONSIGNMENT INSTRUCTIONS**

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

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

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

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

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

**WSSTERMLZ16**
**EVALUATION AND REPAIR SERVICES(TURBO)**

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

**WSSTERMLZ16 (CONT)**
**EVALUATION AND REPAIR SERVICES(TURBO)**

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 Block 21 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 a detailed pricing proposal in accordance with the basic award vehicle, 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. (02-06)

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

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

(a) Definitions. As used in this provision-

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

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

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

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

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

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at https://www.sprs.csd.disa.mil/ reference.htm. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting

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

procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/ pdf/SPRS_DataEvaluationCriteria.pdf.

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

**WSSTERMMZ01**
**EVALUATION CRITERIA AND BASIS FOR AWARD - SINGLE AWARD (NAVSUPWSS)**

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, price and past performance considered. The offeror's proposal shall be in the form prescribed by, and shall be in the form prescribed by, and shall contain a response to each of the area identified in the Section L solicitation provision entitled "Submission of Quotations" or "Submission of Proposals." Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance as more important than price. The Government reserves the right to award the contract to other than the lowest priced offer.

(1) Past Performance. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the solicitation.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the quotation/proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous quote/proposal to the Government and thus, may be an unsuccessful proposal when compared to the quotes/proposals of other offerors. The offeror must provide the information requested in the provision entitled "Submission of Quotations" or "Submission of Proposals" in Section L of the solicitation, or affirmatively state that it possesses no relevant directly-related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly-related or similar past performance will be considered ineligible for award.

The Government, in addition to other information received, may utilize the DoD Supplier Performance Risk System (SPRS) program to evaluate past performance (refer to DFARS Case 2019-D009). The Government will consider SPRS data for theFederal Supply Classes (FSC) of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, SPRS sorts suppliers into color ratings representing the supplier's overall quality performance based on the following indices:

| COLOR | POSITION |
|---|---|
| Dark Blue | Top 5% of suppliers in FSC group |
| Purple | Next 10% of suppliers in FSC group |
| Green | Next 70% of suppliers in FSC group |
| Yellow | Next 10% of suppliers in FSC group |
| Red | Bottom 5% of suppliers in FSC group |

(2) Price. Price is a secondary factor after past performance.

(04-22)

## CONSIGNMENT INSTRUCTIONS

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

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

**CLIN: 0001**
**NIIN: 011359916** **ACTIVITY USE ONLY: TDP VERSION NO.: 005**
**ITEM NAME: PARTS KIT,BALL VALV**

**6. NOTES**

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

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

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

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

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

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

6.1.6 Government Source Inspection (GSI) - GSI is independent oversight performed by a government representative usually a DCMA Quality Assurance Representative (QAR)) to assure that those unique product quality and system elements, identified by the Contracting Agency as important, are observed and evaluated.

6.1.7 Quality Assurance Letter of Instruction (QALI) - A QALI is a formal document initiated by a contracting activity that provides essential requirements and instructions for contracted materials to be independently verified and accepted by a government representative prior to shipment.

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

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

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

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

6.1.12 Nonconformance - A nonconformance is defined as affecting or violating the following:

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

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

6.1.14 Deviation - A specific written authorization (granted prior to the manufacture of an item) to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time, and to accept an item which is found to depart from specified requirements, but

nevertheless is considered suitable for use "as is" or after repair by an approved method.

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

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

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

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

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

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

6.1.20 Class I ECP - A class I ECP is approved by the Government's Configuration Control Board and authorized with a contract modification.

6.1.21 Class II ECP - A class II change is typically reviewed for concurrence in classification by the local government representative, unless otherwise specified elsewhere in the contract/purchase order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<10/20/2016 - Updated ECDS URL
Jun 20 2007 - Replaced MIL-T-9047 with SAE-AMS specs
Feb 24 2012 - Added appropriate UT acceptance classes
May 15 2012 - Updated test method and Note 2
Jun 14 2012 - Added (Properties Specified Below Only)
Sep 18 2012 - Separated Note 2 for Teflon Fiber Content - As certified by Dupont and White Teflon string inclusions
Feb 26 2009 - Clarified testing and certs only apply to pieces listed
Oct 29 2010 - Added Sampling Std for LI In-Process testing
Dec 20 2022 - Removed requirement for vender to submit Waivers/Deviations in ECDS
Jan 05 2012 - Added WAWF to forward Approved Waivers/Deviations with final OQE
Dec 17 2011 - Moved Quality Assurance Text location for Readability
Apr 15 2009 - Clarified the sample size for large and small lot sizes
Jan 19 2011 - Added notification of DCMA upon contract award
Mar 22 2011 - Added Traceability requirements for Non-Metallic Seats
Jul 02 2013 - Allowed ball valve seats to be marked using MIL-STD-792 type IX in addition to Type I
May 02 2009 - Added Lubricants and Sealants to the C of C
Aug 27 2014 - Took out contractor's phone number requirement
Dec 01 2011 - Moved "Notes to DCMA QAR" to QA Section
Jan 5 2017 - ECDS/CSD info was added to Definitions in the Notes section.>

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001AB | A | TDP X TM _____ OTHER _____ |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| PARTS KIT,BALL VALV | N0010425U2212 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A001 | INSPECTION AND TEST PLAN | INSPECTION SYSTEM PROCEDURES |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-QCIC-81110 (SE) | TDP: PARA 3 | PURCHASE ACTY |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| LT | | ONE/R | ASREQ |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| NA | B | NA | NA |

16. REMARKS

Paragraph 10.4 of DI-QCIC-81110 does not apply.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

14. DISTRIBUTION

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| PCO | 00 | 01 | 00 |
| 15. TOTAL → | 00 | 01 | 00 |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A002 | CERT DATA FOR SPECIAL EMPHASIS MATERIAL | CHEMICAL AND MECHANICAL |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-MISC-81020 (DD) | TDP: PARA 3 | PURCHASE ACTY |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | | ONE/R | ASREQ |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| NA | D | NA | NA |

16. REMARKS

Block 12 - Certification data must be submitted to Portsmouth Naval Shipyard for review and acceptance prior to each shipment of material. Certification documentation must be submitted via WAWF (Wide Area Work Flow).

Enter in WAWF as follows:
"Ship to" N50286
"Inspect by" N39040
"Accept by" N39040
and eMail notification field:
PORT_PTNH_WAWF_Notification@navy.mil

No material is to be shipped prior to the receipt of Acceptance.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

14. DISTRIBUTION

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| N39040 | 00 | 01 | 00 |
| 15. TOTAL → | 00 | 01 | 00 |

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| NAVSUP WSS N9752G | 2026 APR 09 | PATRICK L BURROWS | 2026 APR 09 |

# INSTRUCTIONS FOR COMPLETING DD FORM 1423

*(See DoD 5010. 12-M for detailed instructions.)*

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory

**Item B.** Self-explanatory

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

**Item D.** Enter name of system/item being acquired that data will support

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1.** See Dod FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14,; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

b. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to theperformance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essentialdata item without conforming to Government requirements,and the administrative and other expenses related toreproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirements to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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

| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001AB | A | TDP X TM _____ OTHER _____ |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| PARTS KIT,BALL VALV | N0010425U2212 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A003 | CERTIFICATION/DATA REPORT | SEAT MATERIAL |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-MISC-80678 (SMDD) | TDP: PARA 3 | PURCHASE ACTY |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | | ONE/R | ASREQ |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| NA | D | NA | NA |

16. REMARKS

Block 4 - Paragraphs 10.2.2, 10.2.3, 10.2.4, and 10.3 of DI-MISC-80678 do not apply.

Block 12 - Certification data must be submitted to Portsmouth Naval Shipyard for review and acceptance prior to each shipment of material. Certification documentation must be submitted via WAWF (Wide Area Work Flow).

Enter in WAWF as follows:
"Ship to" N50286
"Inspect by" N39040
"Accept by" N39040
and eMail notification field:
PORT_PTNH_WAWF_Notification@navy.mil

No material is to be shipped prior to the receipt of Acceptance.

14. DISTRIBUTION

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| N39040 | 00 | 01 | 00 |
| 15. TOTAL → | 00 | 01 | 00 |

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A004 | CERTIFICATION/DATA REPORT | SPECIAL EMPHASIS C OF C |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-MISC-80678 (CCDD) | TDP: PARA 3 | PURCHASE ACTY |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | | ONE/R | ASREQ |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| NA | D | NA | NA |

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| N39040 | 00 | 01 | 00 |
| 15. TOTAL → | 00 | 01 | 00 |

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| NAVSUP WSS N9752G | 2026 APR 09 | PATRICK L BURROWS | 2026 APR 09 |

# INSTRUCTIONS FOR COMPLETING DD FORM 1423

*(See DoD 5010. 12-M for detailed instructions.)*

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory

**Item B.** Self-explanatory

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**Item F.** Self-explanatory (to be filled in after contract award).

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**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

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# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT | C. CATEGORY: |
|---|---|---|
| 0001AB | A | TDP X TM _____ OTHER _____ |

| D. SYSTEM/ITEM | E. CONTRACT/PR NO. | F. CONTRACTOR |
|---|---|---|
| PARTS KIT,BALL VALV | N0010425U2212 | |

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| A005 | CERTIFICATION/DATA REPORT | TEST CERTIFICATIONS |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| DI-MISC-80678 (DD) | TDP: PARA 3 | PURCHASE ACTY |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| DD | | ONE/R | ASREQ |
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |
| NA | D | NA | NA |

16. REMARKS

Block 4 - Paragraphs 10.2.2, 10.2.3, 10.2.4, and 10.3 of DI-MISC-80678 do not apply.

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Enter in WAWF as follows:
"Ship to" N50286
"Inspect by" N39040
"Accept by" N39040
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PORT_PTNH_WAWF_Notification@navy.mil

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14. DISTRIBUTION

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| N39040 | 00 | 01 | 00 |
| 15. TOTAL → | 00 | 01 | 00 |

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | 3. SUBTITLE |
|---|---|---|
| | | |

| 4. AUTHORITY (Data Acquisition Document No.) | 5. CONTRACT REFERENCE | 6. REQUIRING OFFICE |
|---|---|---|
| | | |

| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION |
|---|---|---|---|
| **8. APP CODE** | | **11. AS OF DATE** | **13. DATE OF SUBSEQUENT SUBMISSION** |

16. REMARKS

14. DISTRIBUTION

| a. ADDRESSEE | b. COPIES Draft | Final Reg | Final Repro |
|---|---|---|---|
| 15. TOTAL → | | | |

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

| G. PREPARED BY | H. DATE | I. APPROVED BY | J. DATE |
|---|---|---|---|
| NAVSUP WSS N9752G | 2026 APR 09 | PATRICK L BURROWS | 2026 APR 09 |

# INSTRUCTIONS FOR COMPLETING DD FORM 1423

*(See DoD 5010. 12-M for detailed instructions.)*

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory

**Item B.** Self-explanatory

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

**Item D.** Enter name of system/item being acquired that data will support

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1.** See Dod FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addresses and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14,; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

b. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to theperformance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essentialdata item without conforming to Government requirements,and the administrative and other expenses related toreproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirements to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.