

**REQUEST FOR QUOTATIONS  
(THIS IS NOT AN ORDER)**

This RFQ  is  is not a small business-small purchase set aside

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1. REQUEST NO. <b>NO0104-22-Q-BC16</b>	2. DATE ISSUED <b>2021 OCT 26</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>21223-0027</b>	4. CERT.FOR NAT.DEF. UNDER BDSA REG.2 AND/OR DMS REG.1	RATING <b>DO-A3</b>
5A. ISSUED BY <b>NAVSUP WEAPON SYSTEMS SUPPORT MECH 5450 CARLISLE PIKE MECHANICSBURG PA 17050-2411</b>			6. DELIVERY BY (Date) <b>120 DAYS</b>	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) <b>C. OBRIEN (717)605-5769 N9434.25</b>			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code)  <b>SEE SCHEDULE</b>	

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date)  <b>2021 NOV 15</b>	11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. Standard Industrial Classification Code _____ b. Small Business Size Standard _____ c. <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
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**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

**12. SCHEDULE**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>FOR EASE OF PROCESSING, PLEASE RETURN THIS SHEET WHEN MAILING YOUR QUOTE.</b>					

13. DISCOUNT FOR PROMPT PAYMENT	<input type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CLAENDAR DAYS
	%	%	%	%

**NOTE:** Additional provisions and representations  are  are not attached.

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

N00104-22-Q-BC16

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 1HM 5120-01-333-3493 X3 WRENCH,PIPE SHELF LIFE 0-00 SEE TECHNICAL REQUIREMENTS IN SECTIONS C, D, E, AND ATTACHMENTS  HM QUP ICQ PMT CD PM WM CUD CT UC LP IC UCL SP MK PACK UNIT PKWT UNIT PKCU OPI N 001 000 ZZ 1 00 FA BG Z ED A 00 0 00 EQQ 0.0 0.005 M  SUP PKG: ZZ = PACKAGE, CLEAN AND MARK PER IRPOD  PACKAGING IS IN ACCORDANCE WITH MIL-STD-2073  MARK THE PACKAGING LABEL WITH THE NOMENCLATURE IDENTIFIED BY THE IRPOD.				
0001AA	SHIP TO N00104-21-X-9378 W25GIU TP: 3	4	AY		
0001AB	N00104-21-X-9378 W62G2T TP: 3	3	AY		
0001AC	SEE DD FORM 1423 EXHIBIT "A"  SOLICITATION NOTES: Unless otherwise specified, pricing for this request for proposal is valid for 60 days after the closing date as indicated on the proposal. Please specify (if other than 60 days) _____ days.  If you are submitting your quote via e-mail or NECO please specify the number of days pricing is valid.  All contractual documents (i.e. contracts, purchase orders, task orders, delivery orders and modifications) related to the instant procurement are considered to be 'issued' by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to 'issue' contractual documents as detailed herein.  Technical documents associated with this solicitation, such as drawings, Individual Repair Part Ordering Data (IRPOD), STRs and other procurement related documents may be obtained at:  <a href="https://logistics.unnpp.gov">https://logistics.unnpp.gov</a>  This website requires a password and pre-registration. Please contact the E-Commerce help desk at 518-395-4357 to register or for help logging into the website.	1	LO	NSP	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

BEACH ELECTRONICS & MFG INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A hard copy of the Individual Repair Part Ordering Data (IRPOD) and/or drawings will not be mailed to you.</p> <p>To request a copy of the solicitation, please contact the contracting officer listed and provide your CAGE Code.</p> <p>In order for your offer to be considered, you must submit your quote prior to the closing date/time listed on this solicitation.</p> <p>Section "S" of clause 52.212-4, order of precedence, is not applicable to this procurement.</p> <p>INSPECTION AT ORIGIN ACCEPTANCE AT ORIGIN</p> <p>POC EMAIL: COLIN.OBRIEN1@NAVY.MIL</p>				

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

**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 and 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 item with a four-digit Federal Supply Code (FSC), which correlates to the first four positions of the National Stock Number (NSN), of 6810, 6820, 6830, 6840, 6850, 7930, 8010, 8030, 8040, 9110, 9135, 9140, 9150, or 9160 is considered hazardous material and requires submission of a Material Safety Data Sheet or an appropriate representation that there is no hazardous material contained in the item.

Failure to provide the required information and documentation may render you ineligible for award. If you have questions about whether a solicited item is classified as hazardous, contact the 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: 013333493  
ITEM NAME: WRENCH,PIPE**

**ACTIVITY USE ONLY: TDP VERSION NO.: 007**

**1. SCOPE**

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

**2. APPLICABLE DOCUMENTS**

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

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

**3. REQUIREMENTS**

**3.1 NAVSUP WSS-MECH CODE N94 ADDITIONAL TECHNICAL DOCUMENTATION**

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

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

1. AMENDMENTS TO THE PURCHASE ORDER/CONTRACT
2. SCHEDULE OF SUPPLIES OF THE PURCHASE ORDER/CONTRACT.
3. TERMS AND CONDITIONS OF THE PURCHASE ORDER/CONTRACT.

4. INDIVIDUAL REPAIR PART ORDERING DATA (IRPOD); OR MASTER PROCUREMENT SPECIFICATION, AS APPLICABLE.
5. ANY INVOKED STANDARD TECHNICAL REQUIREMENTS (STRS).
6. DRAWINGS REFERENCED IN THE IRPOD, OR MASTER PROCUREMENT SPECIFICATION , AS APPLICABLE.
7. SPECIFICATIONS REFERENCED IN THE IRPOD, MASTER PROCUREMENT SPECIFICATIONS OR DRAWING(S), AS APPLICABLE.

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

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

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

C. USE OF DOCUMENT REVISIONS IN THEIR ENTIRETY:

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

D. VENDOR WAIVER/DEVIATIONS ON CRITICAL CONTRACTS.

1. COMPLIANCE WITH THE DELIVERY DATE AND TECHNICAL REQUIREMENTS OF NAVSUP WSS CRITICAL REPAIR PART MATERIAL CONTRACTS IS EXPECTED.

2. AS THE CAUTIONARY NOTE CONTAINED IN THE CONTRACT STATES, SELLER INTENDED USE OF ANY MATERIAL WHICH IS NOT IN FULL COMPLIANCE WITH THE SPECIFIED CONTRACT TECHNICAL REQUIREMENTS, SHOULD BE IDENTIFIED AS AN EXCEPTION IN ADVANCE EITHER AT THE TIME THE QUOTATION IS SUBMITTED OR PRIOR TO MANUFACTURE.

3. REQUESTS FOR DELIVERY DATE EXTENSIONS AND WAIVERS/DEVIATIONS SHOULD BE ACCOMPANIED BY AN EXPLANATION OF THE CAUSE FOR THE DELAY, OR THE REASON FOR THE REQUESTED NON-CONFORMANCE WITH AN OFFER OF CONSIDERATION IN THE EVENT THE CONTRACTING OFFICER CONCURS WITH YOUR REQUEST.

4. REQUESTS FOR WAIVERS/DEVIATIONS SHOULD PROVIDE JUSTIFICATION FOR THE REQUESTED CHANGE INCLUDING AN EVALUATION WHICH DEMONSTRATES THAT PROPOSED NON-CONFORMANCE WILL NOT AFFECT THE QUALITY, FORM, FIT, OR FUNCTION OF THE PART. WHERE A PROPOSED ALTERNATE OR REPLACEMENT ITEM IS OFFERED, SUPPORTING TECHNICAL DATA (CATALOG PAGE, DRAWING (S), ETC.) THAT FULLY DESCRIBE THE PROPOSED ITEM SHALL BE PROVIDED FOR TECHNICAL EVALUATION.

5. REQUESTS WHICH DO NOT CONTAIN THE ABOVE INFORMATION WILL BE RETURNED AND WILL NOT BE SUBMITTED TO TECHNICAL/ENGINEERING REVIEW UNTIL SUFFICIENT JUSTIFICATION IS PROVIDED.

6. REQUESTS FOR WAIVERS/DEVIATIONS SHALL BE PRESENTED TO THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) FOR COMMENT. THE QAR SHALL FORWARD THE REQUEST, WITH THEIR COMMENTS, DIRECTLY TO THE POST AWARD PCO IDENTIFIED IN THE CONTRACT/PURCHASE ORDER WITHIN FIVE WORKING DAYS AFTER RECEIPT.

E. EXCLUSION OF MERCURY

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

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

CLIN: 0001  
NIIN: 013333493  
ITEM NAME: WRENCH, PIPE

ACTIVITY USE ONLY: TDP VERSION NO.: 007

**5. PACKAGING**

5.1 WHEN THE CLEANLINESS CONTROL REQUIREMENTS OF ONE OR MORE OF THE FOLLOWING DOCUMENTS ARE INVOKED: MIL-STD-767,

MIL-STD-2041, REFUELING CLEAN, OR REACTOR PLANT CLEAN, THE FOLLOWING CLARIFICATION OF REQUIREMENTS FOR MIL-PRF-23199 PACKAGING OF REPAIR PARTS APPLIES.

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

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

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

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

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

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

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

#### **252.211-7003**

#### **ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

(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 [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html)

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

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

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

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

**252.211-7003 (CONT)**  
**ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

(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](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.

"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 [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.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

252.211-7003 (CONT)  
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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 reparable and DoD serially managed nonreparable 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 (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and.

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; (e.g. Vehicle Identification Number);

and

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

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

(D) Verify that the marks on items and labels on shipments, storage containers, and 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.



**252.211-7003 (CONT)  
ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)**

(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 Work Flow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods--
  - (i) Use of the embedded items capability in WAWF;
  - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
  - (iii) Via WAWF as a deliverable attachment for exhibit line item number < >, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

**252.211-7006  
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)**

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).

252.211-7006 (CONT)  
 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., woodenboxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --
- (i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:
    - (A) Subclass of Class I - Packaged operational rations.
    - (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
    - (C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
    - (D) Class IV - Construction and barrier materials.
    - (E) Class VI - Personal demand items (non-military sales items).
    - (F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).
    - (G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and:
      - (ii) Are being shipped to one of the locations listed at [https://www.acq.osd.mil/log/sci/RFID\\_ship-to-locations.html](https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html) or to--
        - (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--
        - (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location	City	State	DoDAAC
--	----------	------	-------	--------

**252.211-7006 (CONT)  
PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)**

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC Tag Data Standards in effect at the time of contract award. The EPC Tag Data Standards are available at <http://www.gs1.org/epc-rfid>.

(1) If the Contractor is an EPCglobal subscriber and possesses a unique EPC company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area Workflow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

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

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

**1. PRESERVATION REQUIREMENTS**

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

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

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

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

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

a. When ASTM D3951 is authorized for packaging and the item is considered ESD Sensitive (ESDS), protection shall

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

be in accordance with ANSI/ESD S20.20-2014, "For the Development of an ESD Control Program for - Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)."

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

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

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

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

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

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

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

b. DEPOT LEVEL REPAIRABLE (DLR) LABELS

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

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

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

NSN	DESCRIPTION	QUANTITY 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 with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

WSSTERMDZ03 (CONT)  
 PRESERVATION, PACKAGING, PACKING AND MARKING

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)
Q3/Q5	Q3 or Q5	RED	Unit, intermediate and shipping

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

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

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

b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07S W4848 pallets.

c. Use of nonstandard commercial pallets is prohibited.

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

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

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

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

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

a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME REQUIREMENTS - Reusable NSN containers for maritime material

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

(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 "OR") 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 submit the Container Request Form available at [https://www.navsupsup.navy.mil/site/public/wss/documents/business\\_opps/local\\_clauses\\_contracts/container\\_request\\_form.pdf](https://www.navsupsup.navy.mil/site/public/wss/documents/business_opps/local_clauses_contracts/container_request_form.pdf). Email the completed form to NAVSUPCRF.fct@navy.mil at least 90 days prior to the anticipated shipping date (monthly 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	GX10000LTBED
8145 002609559	P069-3	(QUP = 001)
8145 002609562	P069-4	ICQ = 000)
8145 010124088	P069-6	
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX GX100K3GHFED
8145 012622983	15450-2	(QUP = 001) (ICQ = 000)
8145 012622984	15450-3	For all other MOPs/PMTs 51100EAGHFED
8145 012622985	15450-4	(QUP = 001)(ICQ = 000)
8145 012622986	15450-5	
8145 012622987	15450-6	
8145 012622988	15450-7	

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

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

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

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

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

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

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

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

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

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

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

**12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES**

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

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

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

(05-20)

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

**CLIN: 0001  
NIIN: 013333493  
ITEM NAME: WRENCH,PIPE**

**ACTIVITY USE ONLY: TDP VERSION NO.: 007**

**4. QUALITY ASSURANCE**

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

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

**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.

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

( < > ) 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.

WSSTERMEZ05  
INSPECTION AND ACCEPTANCE OF SUPPLIES

<X> 1. Inspection of Supplies shall be performed at the contractor location shown on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- < > Manufacturing Site at < > by the Manufacturing Site CAO < > .
- < > Subcontractor's Sites at < > by the Subcontractor Site CAO < > .
- < > Packaging Site at < > by the Packaging Site CAO < > .
- <X> DCMA Naval Special Emphasis Operations <S4306A> .

<X> 2. Final Acceptance of Supplies and Packaging shall be performed at the contractor's location on Page One by the Contract Administration Office (CAO) also shown on Page One, unless otherwise specified below:

- < > Manufacturing Site at < > by the Manufacturing Site CAO < > .
- < > Subcontractor's Site at < > by the Subcontractor Site CAO < > .
- < > Packaging Site at < > by the Packaging Site CAO < > .
- <X> DCMA Naval Special Emphasis Operations <S4306A>
- < > Destination.

< > 3. Inspection and Acceptance of Supplies will be performed by the consignee at Destination. (4-15)

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 (NOV 1991)

WSSTERMFZ06  
GENERAL INFORMATION-FOB-DESTINATION

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

INSPECTION/ACCEPTANCE: shall occur at either

A = Destination -or-

B = Contractor's Plant

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

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



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

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

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

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

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

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

**252.232-7006  
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

(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

252.232-7006 (CONT)  
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

self-registration available at this web site.

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

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

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

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

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

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

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

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

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item 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	( <S4306A> )
Ship To Code	( <See schedule> )
Ship From Code	( <TBD> )
Mark For Code	( < > )
Service Approver (DoDAAC)	( < > )
Service Acceptor (DoDAAC)	( <N/A> )
Accept at Other DoDAAC	( < > )
LPO DoDAAC	( < > )
DCAA Auditor DoDAAC	( < > )
Other DoDAAC(s)	( < > )

**252.232-7006 (CONT)  
WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

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

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

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

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

(g) WAWF point of contact.

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

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

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

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

**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.

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).

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

**1. Requirements:**

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

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

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

assist in the identification of NNPI. The contractor shall comply with NN-801, NN-817, and with OPNAVINST N9210.3 "Safeguarding of Naval Nuclear Propulsion Information" and any successor instruction or policy, to control and protect NNPI.

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

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

**2. Disclosure:**

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

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

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

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

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

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

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

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

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

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

**3. Reporting:**

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

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

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

**4. SECURITY REVIEW**

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

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

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

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

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

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

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

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

5. Prior to approval of the plan or procedure, the acquisition of materials or components for, or the commencement of production of the contract items (including first article samples) shall be at the sole risk of the contractor,

**WSSTERMHZ14 (CONT)  
INSPECTION SYSTEM PROGRAM PLANS, OR PREMANUFACTURING OR TEST PROCEDURES**

and costs incurred on account thereof shall not be allocable to this contract (i) for the purpose of progress payments if the contract contains the clause entitled "Progress Payments" or (ii) for the purpose of termination settlement if this contract is terminated for convenience of the Government prior to approval of the plan or procedure.

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

Approved by \_\_\_\_\_ Date of approval \_\_\_\_\_

Contract number under which plan or procedure was approved \_\_\_\_\_

NSN for which the premanufacturing procedure was approved \_\_\_\_\_

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

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

**52.204-7  
SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

**252.225-7002  
QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)**

**52.222-26  
EQUAL OPPORTUNITY (SEP 2016)**

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

If checked, the alternate below applies:

( < > ) Alternate I (Feb 1999). As prescribed in 22.810(e), add the following as a preamble to the clause

Notice: The following terms of this clause are waived for this contract < > (Contracting Officer shall list terms).

**252.225-7016  
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)**

(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.

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

- (1) Commercial components of a noncommercial end product; or
- (2) Commercial or noncommercial components of a commercial component of a noncommercial end product.

**252.225-7016 (CONT)  
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)**

(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 Acquisition Regulation Supplement.

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

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

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

**252.225-7021  
TRADE AGREEMENTS-BASIC (DEVIATION 2020-00019) (JUL 2020)**

**52.213-4  
TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)  
(FEB 2021)**

52.213-4 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 (DEC 2017)**

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

**252.244-7000  
SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)**

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c)(1) In accordance with 10 U.S.C. 2380b, the Contractor shall treat as commercial items any items valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.

(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial items pursuant to paragraph (c)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial items in accordance with the clause at Federal Acquisition Regulation 52.244-6 and paragraph (a) of this clause.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

**52.219-28  
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(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

**52.219-28 (CONT)  
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

appropriate authority.

**"Small business concern"**

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor rerepresented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

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

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

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

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

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

(h) If the Contractor does not have representations and certifications in SAM, or does not have a



**52.219-28 (CONT)  
POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

- (1) The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.
- (2) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it ( ) is, ( ) is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. (Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.) The Contractor represents that-
- (i) It ( ) is, ( ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.) The Contractor represents that-
- (i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. (The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it ( ) is, ( ) is not a veteran-owned small business concern.
- (7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.) The Contractor represents that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (8) (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.

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

**52.219-13  
NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)**

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

**52.204-25  
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLIANC  
E SERVICES OR EQUIPMENT (AUG 2020)**

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

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

**52.204-25 (CONT)  
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled.
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

**52.204-25 (CONT)  
PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**252.204-7015  
NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)**

)

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

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

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

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

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

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

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

**252.204-7015 (CONT)**  
**NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)**  
)

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

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

**252.225-7036**  
**BUY AMERICAN --FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM - BASIC**  
**(DEVIATION 2020-00019) (JUL 2020)**

252.225-7036 (DEVIATION 2020-00019) (JUL 2020) is Incorporated by Reference (IBR)

If an alternate is checked it applies.  
< > ALTERNATE II (DEVIATION 2020-00019) (JUL 2020)  
< > ALTERNATE IV (DEVIATION 2020-00019) (JUL 2020)  
< > ALTERNATE V (DEVIATION 2020-00019) (JUL 2020)

**52.249-14**  
**EXCUSABLE DELAYS (APR 1984)**

**52.223-18**  
**ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)**

**52.219-6**  
**NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 2020)(DEVIATION 2020-00008)**

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

**52.209-6**  
**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBAR**  
**RED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)**

**252.225-7013**  
**DUTY-FREE ENTRY (DEVIATION 2020-00019) (JUL 2020)**

**52.222-50**  
**COMBATING TRAFFICKING IN PERSONS (OCT 2020)**

**252.223-7008**  
**PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)**

**52.243-1**  
**CHANGES--FIXED PRICE (AUG 1987)**

**52.209-10**  
**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION (NOV 2015)**

**252.204-7018**  
**PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT**  
**OR SERVICES (JAN 2021)**

**52.249-1**  
**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)(APR 198**  
**4)**

**252.204-7019**  
**NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)**

252.204-7020  
 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

52.233-3  
 PROTEST AFTER AWARD (AUG 1996)

52.222-19  
 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (JUL 2020)

52.222-21  
 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.204-22  
 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

52.204-23  
 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

CLIN: 0001  
 NIIN: 013333493  
 ITEM NAME: WRENCH,PIPE

ACTIVITY USE ONLY: TDP VERSION NO.: 007

DOCUMENT NAME	EXHBT/ATTCHMNT
NOTES	ATTACHMENT 1
DD1423	EXHIBIT A

WSSTERMJZ02  
 LIST OF SOLICITATION ATTACHMENTS

The documents listed below marked with an "X" are physically included in this solicitation package. Listed documents marked with an "X" proceeded by an asterisk (\*) will be included in any resulting contract.

- (X) \*Information to Offerors (DD Form 1707)
- (X) \*Solicitation, Offer, and Award (Std Form 33)
- <X> \*Schedule (Pages 2 thru < >)
- < > \*Specifications
- <X> \*DD Form 1423
- <S4306A> \*DD Form 1423 (Back)

(05-01)

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 (NOV 2011)

(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 post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

52.219-1  
 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

**52.219-1 (CONT)  
SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)**

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is <332216> (insert NAICS code).

(2) The small business size standard is <750> (insert size standard).

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

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

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

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

52.219-1 (CONT)  
 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

(c) Representations.

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.) The offeror represents as part of its offer that

(i) It ( ) is, ( ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.) The offeror represents as part of its offer that--

(i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decision have been issued that affects its eligibility; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It ( ) is, ( ) is not a HUBZone Small business concern listed, on the date of this representation, 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 joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each, HUBZone small business concern participating in the HUBZone joint venture. (The offeror 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.

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

(1) Be punished by imposition of fine, imprisonment, or both

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

( < > ) ALTERNATE I (Sep 2015). As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

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

\_\_\_\_\_ Black American.

52.219-1 (CONT)
SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

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

( < > ) ALTERNATE II (SEP 2021). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

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

Table with 2 columns: NAICS code, Size Standard. Contains several rows of blank lines for data entry.

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

- (2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture e, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition-
(i) Is set aside for small business and has a value above the simplified acquisition threshold;
(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

Table with 2 columns: NAICS code, Size Standard. Contains several rows of blank lines for data entry.

(Contracting Officer to insert NAICS codes.)

252.209-7999
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR
A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
(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 the 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.



**252.209-7999 (CONT)  
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR  
A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)**

(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.

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

**252.225-7035  
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEV  
IATION 2020-00019) (JUL 2020)**

(a) Definitions. "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "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 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 Bahrainian 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; and

(ii) 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 Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

252.225-7035 (CONT)
BUY AMERICAN-FREE TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEV
IATION 2020-00019) (JUL 2020)

- < > ALTERNATE II (Deviation 2020-00019) (Jul 2020)
< > ALTERNATE IV (Deviation 2020-00019) (Jul 2020)
< > ALTERNATE V (Deviation 2020-00019) (Jul 2020)

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-Basic clause 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-Basic clause of this solicitation, the offeror
certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this
provision, is a U.S.-made, qualifying country, or designated country end product.
(2) The following supplies are other nondesignated country end products:

Table with 2 columns: Line Item Number, Country of Origin. Contains several rows of blank lines for data entry.

252.225-7000
BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item", "componet," "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 Buy American and Balance of Payments Program -- Basic clause of this solicitation.

(b) Evaluation. The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal
Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy
American statute or the Balance of Payment Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American and Balance of Payments Program -- Basic clause of this
solicitation, the offeror certifies that --
(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end
product; and
(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.
(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number Country of Origin

Table with 2 columns: Line Item Number, Country of Origin. Contains several rows of blank lines for data entry.

(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, i.e., an end product that is not a COTS item and does not meet
the component test in paragraph (ii) of the definition of domestic end product:

Line Item Number Country of Origin (If Known)

**252.225-7000 (CONT)  
BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (NOV 2014)**

( < > ) BUY AMERICANBALANCE OF PAYMENTS PROGRAM CERTIFICATEALTERNATE I (NOV 2014)

(a) Definitions. "Commercially available of the-the-shelf (COTS items," "component," domestic end product," "foreign end product," "qualifying country," "qualifying end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States." as used in this provision, have the meaning given in the Buy American and Balance of Payments Program -- Alternate I clause of this solicitation.

(b) Evaluation. The Government--

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

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

(c) Certifications and identification of country of origin.

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

(i) Each end product, except those listed in paragraphs(c)(2) or (3) of this provision, is a domestic end product; and

(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.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line item Number	Country of Origin
-----	-----

(3) The following end products are other foreign endproducts, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of domestic end product:

Line Item Number	Country of Origin (If Known)
-----	-----

**52.222-22  
PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.225-25  
PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRAN  
SACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JUN 2020)**

**52.222-25  
AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor(41 CFR

**52.222-25 (CONT)  
AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**252.209-7002  
DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision-

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

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

(i) Means -

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

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

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

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

(4) "Proscribed information" means-

(i) Top Secret information;

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

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

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

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(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

**52.222-18  
CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS  
(FEB 2021)**

(a) Definition. Forced or indentured child labor means all work or service--

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

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

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

Listed End Product	Listed Countries of Origin
< >	< >
< >	< >

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the

**52.222-18 (CONT)  
CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS  
(FEB 2021)**

appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.  
( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.  
( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**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 requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
  - (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.

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

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

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

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

**52.204-8  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <332216> (insert NAICS code).
- (2) The small business size standard is <750> (insert size standard).
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-
  - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

**52.204-8 (CONT)**  
**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)**

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

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

- \_\_\_(i) Paragraph (d) applies.
- \_\_\_(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--  
 (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;  
 (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;

or

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic & Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

52.204-8 (CONT)  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

- < > (i) 52.204-17, Ownership or Control of Offeror.
- < > (ii) 52.204-20, Predecessor of Offeror.
- < > (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- < > (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- < > (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- < > (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- < > (vii) 52.227-6, Royalty Information.
  - < > (A) Basic.
  - < > (B) Alternate I.
- < > (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below

(offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of Provision)

< > Alternate I (SEP 2021). As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

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

NAICS code	Size Standard
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Contracting Officer to insert NAICS codes and size standards .

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

**52.204-8 (CONT)  
ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)**

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

**252.217-7026  
IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Company	Source of Supply Address	Supply Part No.	Actual Mfg ?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none".
- (3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

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

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

**252.209-7993  
REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-000009) (FEB 2014)**

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action 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 the 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,
- (2) It is ( ) is not ( ) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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



**52.207-4 (CONT)  
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.

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(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 and the Government's requirements indicate that different quantities should be acquired.

**52.204-24  
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)

**52.204-24 (CONT)  
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT (OCT 2020)**

(<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It \_\_\_\_\_ will, \_\_\_\_\_ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It \_\_\_\_\_ does, \_\_\_\_\_ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-26  
COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation.

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**WSSTERMKZ03 (CONT)  
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**

**252.225-7042  
AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**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](http://www.acquisition.gov)  
DFARS: [www.acq.osd.mil/dpap/dars/dfarspgi/current/](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/)

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

[https://www.navsup.navy.mil/public/navsup/wss/pi\\_cd/](https://www.navsup.navy.mil/public/navsup/wss/pi_cd/)  
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](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 PROGRAM USE (APRIL 2008)**

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

**252.215-7013  
SUPPLES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JAN 2018)**

**WSSTERMLZ06  
CONSIGNMENT INSTRUCTIONS**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

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

**WSSTERMLZ06 (CONT)  
CONSIGNMENT INSTRUCTIONS**

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 NAVSUP Weapon System Support (WSS) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434 (05-10)

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

**252.213-7000  
NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN  
PAST PERFORMANCE EVALUATIONS (SEP 2019)**

(a) The Supplier Performance Risk System (SPSR) application (<https://www.sprs.csd.disa.mil/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) SPRS collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The SPRS application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in SPRS will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) SPRS classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the SPRS User's Manual found at <https://www.sprs.csd.disa.mil/reference.htm>. Contractors are granted access to SPRS for their own classifications only. Suppliers are encouraged to review their own classifications, the SPRS reporting procedures and classification methodology detailed in the SPRS User's Manual, and SPRS Evaluation Criteria available from the references at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf). The method to challenge a rating generated by SPRS is provided in the User's Manual.

**WSSTERMMZ01  
EVALUATION CRITERIA AND BASIS FOR AWARD-**

The Government intends to make a award to the eligible, responsible, technically acceptable offeror whose offer, conforming to the solicitations, 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 contain a response to each of the area identified in the Section L solicitation provision entitled "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 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 RFP.

The Government, in addition to other information received, may utilize the DoD Past Performance Information Retrieval System-Statistical Reporting (PPIRS-SR) program to evaluate past performance. PPIRS-SR accumulates data on suppliers by Federal Supply Class (FSC). The Government will consider PPIRS-SR data for the Federal Supply Classes of all items included in this procurement. Based on comparisons among suppliers in a specific FSC group, PPIRS-SR 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

**WSSTERMMZ01 (CONT)  
EVALUATION CRITERIA AND BASIS FOR AWARD-**

Red Bottom 5% of suppliers in FSC group

(2) Price.

Price is a secondary factor after past performance.

( < > )

\* If all supplier ratings for a specific FSC group are equal, all suppliers within that group will be classified Green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.

**DELIVERY:** Supplier delivery past performance is classified in PPIRS-SR by the supplier's percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at <http://www.ppirs.gov/>. Suppliers are granted access to review their own classifications. Offerors are encouraged to review their classifications and the PPIRS-SR methodology, reporting procedures and challenge procedures detailed in the PPIRS-SR Procedures Manual and Users Guide also available at <http://www.ppirs.gov/>. (04-15)

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

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

## CONSIGNMENT INSTRUCTIONS

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

W25G1U Receiving Officer,  
W1A8 DLA DISTRIBUTION, DDSP NEW CUMBERLAND FACILITY, 2001 NORMANDY DRIVE DOOR 113 TO 134  
NEW CUMBERLAND, PA 17070-5002

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

CLIN: 0001  
 NIIN: 013333493  
 ITEM NAME: WRENCH,PIPE

ACTIVITY USE ONLY: TDP VERSION NO.: 007

## 6. NOTES

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

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

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

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

6.2 In accordance with DoDI 5230.24 all documents and drawings provided by the U.S. Navy to prospective Contractors must include a "Distribution Statement" to inform the contractor of the limits of distribution, and the safeguarding of the information contained on those documents and drawings.

There are 6 (six) separate distribution statement codes used for non-classified documents and drawings. The definition for each is as follows:

- A... approved for public release; distribution is unlimited.
- B... distribution authorized to US Governments agencies only.
- C... distribution authorized to US Government agencies and their contractors.
- D... distribution authorized to DoD and DoD contractors only.
- E... distribution authorized to DoD Components only.
- F... further distribution only as directed by Commander, Naval Sea Systems Command, code 09T.

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

Block A: Is the actual contract line item no.

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

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

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

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

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

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

Block H: Self explanatory.

- Block I: Is the name and signature of the individual who approved the content and the need for inclusion of the DD Form 1423 in the TDP.
- Block J: Self explanatory.
- Block 1: Is the Exhibit Line Item Number (ELIN).
- Block 2: Is the title of the data item cited in Block 4.
- Block 3: Is the subtitle of the data item cited in Block 4 and is used if the title requires clarification.
- Block 4: Is the actual Data Item Description (DID) number or the actual Technical Manual Contract Requirements Number. In the event the DD Form 1423 is requiring a technical manual the numbered TMCR will be an attachment to the contract/purchase order.
- Block 5: Is the section and paragraph area, where the requirement statement for the DD Form 1423 will be found.
- Block 6: Is the activity that will inform the contractor of approval, conditional approval or disapproval of the deliverable item.
- Block 7: Is a code which designates authority for inspection and acceptance of the deliverable item. The definition of the codes is as follows:

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

- (1) Inspection at source.
- (2) Acceptance at source.
- (3) No inspection performed at source. Final inspection performance at destination.
- (4) Acceptance at destination.
- (5) Acceptance at source. Acceptance based on written approval from the Contract Officer.
- (6) Letter of transmittal only. LT should not be used when inspection is required. The data is sent by the contractor directly to the personnel listed in Block 14 of the DD Form 1423. LT is used when the contracting agency does not desire to have a DD Form 250 for each and every piece of data developed by the contractor. The only other authorized use of LT is the special case where the contracting agency does not desire to have separate DD Forms 250 but desires to have a Government quality assurance representative perform inspection. The Government quality assurance representative shall be listed on the distribution in Block 14 and requested to provide comments via the quality assurance letter of inspection.

Use of the symbol LT is not authorized for data comprising final delivery of Technical Data Package or for Technical Manuals. (LT may, however, be used for delivery of preliminary TDP's or TM's).



- (7) As specified in Block 8 of the DD Form 1423.
- (8) No inspection or acceptance required. No DD Form 250 or letter of transmittal required.  
  
Use of the symbol NO is not authorized for data comprising Technical Data Packages or for Technical Manuals.
- (9) Inspection and acceptance requirements specified elsewhere in the contract.

Block 8: Is the approval code - Items of critical data requiring specific advanced written approval prior to distribution of the final data item will be identified by placing an "A" in this field. This data item requires submission of a preliminary draft prior to publication of a final document. When a preliminary draft is required, Block 16 of the DD Form 1423 will show length of time required for Government approval/disapproval and subsequent turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued. Block 16 will also indicate the extent of the approval requirements, e.g., approval of technical content and/or format.

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

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

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

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Every two months
BI-WE	Every two weeks
DAILY	Daily
DFDEL	Deferred Delivery
MTHLY	Monthly
ONE/R	One time with revisions
QRTLY	Quarterly

SEMIA	Every six months
WEKLY	Weekly
XTIME	Number of times to be submitted (1time, 2times...9times)

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

Other abbreviations not appearing on the above list may on occasion be used in Block 10 of the DD Form 1423. When other abbreviations are used they will be fully explained in Block 16 of the DD Form 1423.

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

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

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

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

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

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

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

- Block 15: Is the total of each type of copies to be submitted as required by Block 14.
- Block 16: Is the block used to provide additional or clarifying information Blocks 1 through 15. This block is also the only area used to tailor the document listed in Block 4. Only deletions to the minimum requirements stated in the document in Block 4 are allowed. Block 16 may also be used to specify the medium for delivery of the data.
- Block 17: Is the block where the bidder or offeror is to enter the appropriate price group. The price groups are defined as follows:
- A. Group I - Data which the contractor prepares to satisfy the Government's requirements. The contractor does not need this type of data to perform the rest of the contract. Price would be based on identifiable direct costs, overhead, General and Administrative (G&A) and profit.
  - B. Group II - Data essential to contract performance which must be reworked or amended to conform to Government requirements. The price for data in this group would be based on the direct cost to convert the original data to meet Government needs and to deliver it, plus allocable overhead, G&A and profit.
  - C. Group III - Data which the contractor must develop for his own use and which requires no substantial change to conform to Government requirements regarding depth of content, format, frequency of submittal, preparation, and quality of data. Only the costs of reproducing, handling and delivery, plus overhead, G&A and profit, are considered in pricing data in this group.
  - D. Group IV - Data which the contractor has developed as part of his commercial business. Not much of this data is required and the cost is insignificant. The item should normally be coded "no charge." An example is a brochure or brief manual developed for commercial application which will be acquired in small quantities, and the added cost is too small to justify the expense of computing the charge that otherwise would go with the acquisition.
- Block 18: Enter the total estimated price equal to that portion of the total price which is estimated to be attributable to the production or development for the government of that ITEM OF DATA. THE ENTRY "N/C" FOR "NO CHARGE" is acceptable.



# 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.

<b>A. CONTRACT LINE ITEM NO.</b> 0001AC	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP <input checked="" type="checkbox"/> TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> WRENCH, PIPE	<b>E. CONTRACT/PR NO.</b> N0010421X9378	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> CERTIFICATE OF COMPLIANCE	<b>3. SUBTITLE</b> SPECIAL PURPOSE MATERIAL
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-A81356	<b>5. CONTRACT REFERENCE</b> PER IRPOD OR TDP	<b>6. REQUIRING OFFICE</b> NAVSUP N9433
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<b>7. DD 250 REQ</b> SS	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE/R	<b>12. DATE OF FIRST SUBMISSION</b> EOC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> NA	<b>11. AS OF DATE</b> D NA	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> NA	<b>a. ADDRESSEE</b> NAVSUP N9433		<b>b. COPIES</b>	
			Draft	Final		
				Reg	Repro	
				00	01 00	

**16. REMARKS**

Submit at the time of material delivery a Certificate of Compliance per DI-MISC-81356 to NAVSUP-WSS code N9433. A separate Certificate of Compliance shall be prepared and submitted for each unique combination of Contract/Purchase Order Number, National Stock Number and Item Nomenclature specified in the schedule of Supply/Services.

DI-MISC-A81356 CITED IN BLOCK 4 IS A UNIQUE NAVSUP-WSS DD1423 SEQUENCE CONTROL NUMBER - CERTIFICATION PACKAGE TO BE IAW DID DI-MISC-81356(LATEST REV).

<b>15. TOTAL</b> →	00	01	00
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> PROCEDURES	<b>3. SUBTITLE</b> PRE-MANUFACT. SUBMITTALS
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-QCIC-A8871	<b>5. CONTRACT REFERENCE</b> PER IRPOD	<b>6. REQUIRING OFFICE</b> NAVSUP N9433
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE/R	<b>12. DATE OF FIRST SUBMISSION</b> 45 DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> NA	<b>11. AS OF DATE</b> D NA	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> NA	<b>a. ADDRESSEE</b> NAVSUP N9433		<b>b. COPIES</b>	
			Draft	Final		
				Reg	Repro	
				00	01 00	

**16. REMARKS**

Submit for approval one package (IAW DI-QCIC-8871) of all applicable procedure, drawing and other pre-manufacturing submittals, listed on the Individual Repair Part Ordering Data (IRPOD) document(s) and detailed in the cited specification, within 45 days after contract award to the Contracting Officer (NAVSUP-WSS code N9433). See IRPOD for individual documents required.

A separate package will be prepared and submitted for each unique combination of Contract Number, National Stock Number, and Item Nomenclature specified in the schedule of supplies/services.

DI-QCIC-A8871 CITED IN BLOCK 4 IS A UNIQUE NAVSUP-WSS DD1423 SEQUENCE CONTROL NUMBER - PROCEDURE PACKAGE TO BE IAW DID DI-QCIC-8871(LATEST REV).

<b>15. TOTAL</b> →	00	01	00
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>G. PREPARED BY</b> NAVSUP WSS N9431.6	<b>H. DATE</b> 2020 JAN 22	<b>I. APPROVED BY</b> MATTHEW C BOWERS	<b>J. DATE</b> 2020 JAN 22
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*Matthew C Bowers*

## INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

### FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory

**Item B.** Self-explanatory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### FOR THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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