

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N4523A30827918		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SPMYM223Q1207</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>TRICIA K. WINTERSTEEN</b>				b. TELEPHONE NUMBER (No Collect Calls) <b>360-813-9570</b>	
						8. OFFER DUE DATE/LOCAL TIME <b>10:00 AM 09 May 2023</b>	
9. ISSUED BY  DLA MARITIME PUGET SOUND ATTN: TRICIA WINTERSTEEN 467 W STREET, 2ND FLOOR BREMERTON WA 98314-5100  TEL: 360-813-9570 FAX:		CODE <b>SPMYM2</b>		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  NAICS: <b>333992</b>  SIZE STANDARD: <b>1,250</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  PUGET SOUND NAVAL SHIPYARD RECEIVING OFFICER PSNS BLDG 514 1400 FARRAGUT AVE N4523A BREMERTON WA 98314-5001 TEL: 360-476-7640 FAX:		CODE <b>N4523A</b>		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL:  EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 41	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

## CLAUSES INCORPORATED BY FULL TEXT

## 1. The Contractor's POC is

Phone:

Fax:

E-mail:

## 2. Buyer POC is: TRICIA WINTERSTEEN

Phone:

Fax:

E-mail: TRICIA.WINTERSTEEN@DLA.MIL

## 3. Invoice Information:

The contractor shall utilize the electronic invoicing upon delivery of supplies indicated herein. Invoice may be submitted not more than one every two weeks. Invoices must be submitted electronically using Wide Area Work Flow (WAWF) – Receipt and Acceptance. The contractor shall self-register at the web site: <https://piee.eb.mil>. Contractor training is available on the Internet at <https://piectraining.eb.mil/wbt/>.

Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-877-251-9293.

See clause 252.232-7006 for WAWF table.

## 4. Inspection Level:

QA 1 45 days inspection

## 5. Defense Biometric Identification System (DBIDS):

Effective 14 August 2017, NCACS credentials will no longer be accepted for base access. Any new contractor, vendor or supplier requesting base access will be required to obtain a Defense Biometric Identification System (DBIDS) credential. NCACS credentials will no longer be issued. Only DBIDS credentials will be issued to ALL contractors, vendors and suppliers seeking base access AFTER 30 June 2017. Defense Biometric Identification System (DBIDS) increases installation security and communications by receiving frequent database updates on changes to personnel/credential status, law enforcement warrants, lost/stolen cards, and force protection conditions. The system provides continuous vetting anytime the DBIDS card is scanned at an installation entry point.

If you currently have a Navy Commercial Access Control System (NCACS) card, the following is required to get a DBIDS credential:

- Present your NCACS Card and a completed copy of the SECNAV FORM 5512/1 to the base Visitor Control Center (VCC) representative.
- The VCC will pull up your information in the computer, ensuring all information is current and correct.
- Once your information is validated, a temporary DBIDS credential is provided.
- Your temporary credential will have an expiration date, prior to which you will need to obtain your permanent DBIDS credential (~ 180 days).

- For each additional U.S. Navy installation to which you need access, the first time you visit you only need to bring your DBIDS credential and statement of purpose for base access when arriving at the Visitor Control Center.

- The representative will enter base access authorization and then you may proceed to work.

If you do NOT have an NCACS Card, the following is required to obtain a DBIDS credential:

- Present a letter or official document from any government sponsoring organization that provides the purpose for your access.
- Present valid identification, such as a passport or Real ID Act-compliant state driver's license.
- Present a completed copy of the SECNAV 5512/1 form to obtain your background check.
- Upon completion of the background check, the Visitor Control Center representative will complete the DBIDS enrollment process, which includes your photo, finger prints, base restrictions, and several other assessments; after all this is done, you will be provided with your new DBIDS credential.

All deliveries must pass through the base Truck Inspection Station. All delivery vehicles are subject to inspection. Drivers should expect delays due to heightened security.

For access to the main, perimeter gates at any Navy Base Kitsap installation, contractors are required to be a US Citizen and have either:

- (a) DBIDS badge or
- (b) Request a One-day Visitor badge at Pass & ID. Be prepared to present:
  - Photo ID
  - Original proof of citizenship (any one of the following is acceptable):
    - State Certified Birth Certificate (must have the raised seal)
    - Unexpired U.S. passport/Passport Card
    - Alien Registration Card
    - State Issued ENHANCED Drivers License
    - Naturalization papers
    - Certificate/Statement of Birth Born Abroad)
  - Current vehicle registration and insurance
  - Bill of lading that has the delivery address on it

Please note: The DBIDS badge does not give access through the second, Operational Area (OA) gate to lower base Bangor or to the Controlled Industrial Area (CIA) at Puget Sound Naval Shipyard (PSNS). To gain access to either the OA Gate or CIA area, a Navy Region Bangor or NAVSEA Badge is required.

To request a NAVY REGION NW badge, <https://www.bavr.cnmc.navy.mil/>. Sponsor email is [trina.williamson@navy.mil](mailto:trina.williamson@navy.mil)

To request a NAVSEA badge, call PSNS Pass & ID 360-476-4882.

FOR MORE INFORMATION VISIT: <https://www.cnmc.navy.mil/om/dbids.html>

#### NOTICE TO VENDORS

Any vendor wishing to submit an offer for consideration must provide an electronic copy of their documented Quality Management System (QMS) meeting MIL-I-45208 or ISO9001:2015 with the calibration system

requirements of MIL-STD-45662 or ISO10012 or ANSI-Z540.1 to the contracting officer at no cost to the government prior to the closing date of the solicitation. QMS in accordance with ISO9001:2008, ISO9001:2000, ISO9001:1994, or ISO9002:1994 are acceptable alternates. Suppliers who already have a copy of their current QMS uploaded into the Product Data Reporting and Evaluation Program (PDREP), on file with the naval shipyard procuring activity, or on file with NAVSUP Weapons System Support (WSS), may request the requirement to submit the QMS again be waived. New or updated QMS will be uploaded into PDREP for historical record and will be used as one factor in determining award."

LEVEL ONE NOTICE

## IMPORTANT – PLEASE READ

The attached Request for Quote/Request for Proposal is for Level 1 material. It contains a requirement, that you have an effective quality assurance control system that complies with at minimum, ISO-9000. These quality assurance provisions relate to inspections and tests necessary to verify that your finished product conforms to applicable drawings and specifications, including all requirements of the order. These include evidence of completion and results of all required tests and inspections. A variety of additional quality assurance related provisions may also be included which should be reviewed in detail prior to submittal of your quote/offer. **(Submission of MIL-I or MIL-Q by contractor will be at Government consideration).**

**YOU ARE HEREBY CAUTIONED THAT FAILURE ON YOUR PART TO ENSURE FULL COMPLIANCE WITH ALL QUALITY CONTROL REQUIREMENTS CONTAINED IN THE SPECIFICATIONS AND THIS REQUEST DOCUMENT COULD RESULT IN A DETERMINATION THAT YOU ARE INELIGIBLE FOR A CONTRACT AWARD OR TERMINATION FOR DEFAULT SHOULD YOU RECEIVE AN AWARD AND FAIL TO COMPLY WITH THESE REQUIREMENTS.**

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ELECTRODE FFP ELECTRODE, WELDING 0.045" DIA X 12" SPOOL 25-35 LB, MIL-E-23765/1 FORM 3B, SOLID, MILD STEEL  PN MIL 70S-6  SEE TECHNICAL DATA PACKAGE FOB: Destination NSN: 3439-01-620-3992 MILSTRIP: N4523A30827918 PURCHASE REQUEST NUMBER: N4523A30827918 PROJECT: 606 SIGNAL CODE: A PSC CD: 3439	300	Spool		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONTRACT DATA REQUIREMENTS LIST FFP PLEASE SEE ATTACHMENT CONTRACT DATA REQUIREMENTS LIST (CDRL) FOR DETAILS PURCHASE REQUEST NUMBER: N4523A30827918				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	CDRL FFP CERTIFICATION/DATA REPORT, SPECIAL EMPHASIS CERTIFICATE OF COMPLIANCE, PER DI-MISC-82386, EXHIBIT A, DATA ITEM NUMBER A001 FOR CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: N4523A30827918 SIGNAL CODE: A PSC CD: 3439	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	CDRL FFP INSPECTION AND TEST PLAN, QUALITY MANAGEMENT SYSTEMS, PER DI-QCIC-81110, EXHIBIT B DATA ITEM NUMBER B001 FOR CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: N4523A30827918 SIGNAL CODE: A PSC CD: 3439	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	CDRL FFP CERTIFICATION/DATA REPORT, QUALITY CONFORMANCE/REQD TESTS-WELD FILLER EXHIBIT C, DATA ITEM NUMBER C001 FOR CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: N4523A30827918 SIGNAL CODE: A PSC CD: 3439	1	Each		

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NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Origin	Government	Destination	Government
0002AB	Origin	Government	Destination	Government
0002AC	Origin	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	30-NOV-2023	300	PUGET SOUND NAVAL SHIPYARD RECEIVING OFFICER PSNS BLDG 514 1400 FARRAGUT AVE N4523A BREMERTON WA 98314-5001 360-476-7640 FOB: Destination	N4523A
0002	N/A	N/A	N/A	N/A
0002AA	30-NOV-2023	1	PUGET SOUND NAVAL SHIPYARD RECEIVING OFFICER PSNS BLDG 514 1400 FARRAGUT AVE N4523A BREMERTON WA 98314-5001 360-476-7640 FOB: Destination	N4523A
0002AB	30-NOV-2023	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4523A
0002AC	30-NOV-2023	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4523A

## CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008).	OCT 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-11	Extras	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014
52.243-1	Changes--Fixed Price	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JAN 2023
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

## CLAUSES INCORPORATED BY FULL TEXT

152.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to Shall apply to each item specified in the delivery schedule..

(End of clause)

#### 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

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

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

(3) 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.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
    - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (C) If this solicitation is a request for proposals, it was the only proposal received.
  - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical: Offers must meet or exceed the specifications in the solicitation and any subsequent amendments. If applicable, offers must also meet the requirements of FAR 52.211-6 Brand Name or Equal. Any offer determined to be technically unacceptable is ineligible for award regardless of price or other factors.

- (2) Price: Price will be evaluated in addition to other factors identified. The following price evaluation factors apply:

(XX) Single Award evaluation - due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

(XX) Proposed pricing shall be provided on a unit price line item basis in the solicitation.

- (3) Past Performance: Offerors will be evaluated in accordance with the following.

(XX) Use of Supplier Performance Risk System (SPRS) in Past Performance Evaluations (APR 2018)

(1) The Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil>) (formerly Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)) will be used in the evaluation of suppliers' past performance.

(2) 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.

(3) 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). The Government will use this past performance information in accordance with the basis for award stated in the solicitation.

(XX) The Contracting Officer will also evaluate past performance information from internal sources.

- (4) Delivery: Offerors must meet the required delivery date OR PROPOSE AN ALTERNATE DELIVERY DATE.

- (5) Other:

(XX) Must meet size standard identified on page 1 or in FAR provision 52.219-1, if a set-aside.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).



\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

\_\_\_\_ (13) [Reserved]

  X   (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_\_ (v) Alternate IV (JUN 2020) of 52.219-9.

\_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

  X   (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

       (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

  X   (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

       (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

       (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

  X   (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

  X   (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

       (ii) Alternate I (FEB 1999) of 52.222-26.

       (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

       (ii) Alternate I (JUL 2014) of 52.222-35.

  X   (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

       (ii) Alternate I (JUL 2014) of 52.222-36.

       (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

       (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

  X   (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

       (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

       (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

       (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

       (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

       (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

       (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

  X   (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X   (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

       (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

       (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

       (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

       (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

       (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (APR 2003) of 52.247-64.

       (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

       (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

       (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

       (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

       (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

       (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from The Contracting Officer that signed the award.

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

(End of provision)

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

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

[ \_\_\_\_ Contracting Officer insert the title, number, date, and tailoring (if any) of the higher-level quality standards.]

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

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

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

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

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

(End of clause)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <https://www.acquisition.gov/browse/index/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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



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

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

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

(End of provision)

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

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

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

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

(End of clause)

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

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

(b) Evaluation. The Government--

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

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

(c) Certifications and identification of country of origin.

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

- (i) Each end product, except those listed in paragraph (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)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, 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)) \_\_\_

(End of provision)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

\_COMBO\_\_\_\_\_

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_BREMERTON, WA\_\_\_\_\_

(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	SPMYM2
Admin DoDAAC	TBD
Inspect By DoDAAC	S4306A
Ship To Code	N4523A
Ship From Code	
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	NA
LPO DoDAAC	N4523A
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.  
brem.psns.wawfqa.fct@navy.mil

(g) WAWF point of contact.

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

[PSNS.ASKAccountsPayable.FCT@navy.mil](mailto:PSNS.ASKAccountsPayable.FCT@navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

**CERTIFICATE OF COMPLIANCE**

The Contractor shall provide a Certificate of Compliance (COC) for each lot of material shipped under the contract. The COC shall be signed by an authorized official of the Contractor designated responsible for quality assurance and shall state:

"All items furnished on this contract are in full compliance with all specification and contract requirements."

The COC shall identify each item being furnished and shall include the government contract number, item number and the heat, batch, or vendor traceability number marked on the material. The COC shall also include one or more of the following if required by the contract: part number, serial number, military/commercial specification number, drawing number, and lot number.

The Contractor may also provide supplemental COCs from an authorized official of a subcontractor or manufacturer which have been provided to the Contractor. Furnishing of the COC by the Contractor shall not limit or restrict the Government's right of inspection under the inspection provisions of the contract.

**MERCURY EXCLUSION**

The hardware or supplies furnished under this contract shall not contain mercury or compounds which contain mercury. In addition, the hardware or supplies furnished under this contract shall not have come into direct contact with mercury or mercury containing compounds.

**TRACEABILITY AND CERTIFICATION REQUIREMENTS FOR NON-NUCLEAR LEVEL I/SUBSAFE MATERIALS**

1. General. To assure correct materials are installed in Level I/Subsafe systems, it is imperative that traceability be maintained from the material to the Material Certification Test Report and other required Objective Quality Evidence (OQE). Material certification reports must completely and accurately reflect that the material supplied meets the specified requirements. Materials requiring traceability and certification data are identified in the technical procurement specification of this contract.

2. Definitions.

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

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

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

3. Requirements. The Contractor shall develop written procedures that implement the material control requirements stated herein, within DI-MISC-81020 and elsewhere in the procurement document.

a. Material Traceability. Material traceability codes shall be permanently applied to material and annotated on test reports for each individual heat/heat treatment of material supplied. Where heat traceability is not possible due to manufacturing processes (e.g., continuous pour operations), lot traceability shall be provided as defined in the applicable material specification and, when applicable, as further defined in the procurement ordering data. Traceability marking shall either be heat/lot number or a unique vendor traceability number/code or a combination thereof to maintain complete traceability to certification OQE. Traceability shall be maintained through all process operations, including any subcontracted operations, to the finished component.

(1) Procurement/Receipt Inspections

(a) Purchase orders for raw material shall specify that the material be traceable to material certification test reports by traceability codes that are marked on the material and identified on the test reports. The certification data requirements contained in DI-MISC-81020 shall be invoked by the prime contractor on all subcontractors supplying Level I material.

(b) Receiving Inspection shall include as a minimum:

1. Verification that the traceability number marked on the material agrees with that on the certification test reports.

2. Verification that certification test reports are legible and complete.

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

(2) Material Handling

(a) All raw materials shall be marked with a unique traceability code (except as specified in paragraph 3.b below).

(b) Stored raw materials requiring traceability shall be segregated to preclude intermingling with materials not requiring traceability.

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

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

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

(f) For material produced by batch, continuous cast, or continuous pour process, samples shall be taken no less than once in every 8 hours of operation for the purpose of validating proper chemical composition and mechanical properties.

(3) Final Inspection. The following inspections shall be performed prior to shipping material:

(a) The traceability codes marked on the material are legible.

(b) The material certification test reports are traceable to the material and that there is a test report for each heat or lot of material being shipped. The certification test reports are complete and legible.

b. Material Marking. The following are the minimum marking requirements. Additional/alternative marking requirements, if applicable, will be specified in the procurement specification ordering data.

(1) All traceability markings shall be permanently applied in accordance with MIL-STD-792 (except as specified in paragraphs 3.b(2) and 3.b(3) below). An alternate marking method is permissible provided it is an available option in the contractually invoked specification or drawing, except in instances where the material differs from that specified in the specification or drawing. Marking shall be legible and shall be located so as to not affect the fit, form, and function of the material.

(2) Permanent markings are not required for nonmetallic parts, welding and brazing joints, or filler material. Traceability of consumable materials (weld filler material, silver braze alloys, etc.) shall be by label attached to each container. Each container in the lot must contain material from the same traceability code, as defined in the applicable specification.

(3) Traceability markings for items with precision machined or plated surfaces, or material with a suitable marking surface of less than 3/8 square inches shall be applied to a durable tag and the tag securely affixed to the material.

(4) Traceability markings shall be maintained through assembly, and whenever possible shall be visible after assembly. For items where marking is not visible after assembly, a durable tag shall be securely attached to the item identifying the part number, piece number, traceability code, and location of the permanent mark.

c. Material Certification. In addition to the certification data requirements specified in DI-MISC-81020 invoked in this contract, the following material certification requirements apply:

(1) In addition to quantitative chemical and mechanical properties, the material certification test reports shall include the class, form, condition, grade, type and finish, as applicable, of the material supplied.

(2) The reidentification and recertification of material is required when material is subjected to a process which alters its properties. If the starting material or raw stock is processed in a manner that will not affect its chemical composition or mechanical properties, the original certifications for the chemical composition and mechanical properties, as required by the material specifications, are acceptable. Recertification of the chemical or mechanical properties is required if a process is used during fabrication that alters the original properties of the material (e.g., alloying, heat treating, or forming). In these instances, the properties of the material must be redetermined and documented to reflect the altered condition. The altered material shall be uniquely reidentified. The properties thus determined and documented are required for final certification and shall conform to the material/procurement specification or purchase order requirements. When only the mechanical properties are altered, the original certification for chemical composition shall be over stamped and/or annotated with the unique traceability marking used with the altered material as shown below:

Traceability Number \_\_\_\_\_  
(marking on finished item)

is fabricated from raw material identified to:

Heat Number \_\_\_\_\_ and

Heat Treat Number \_\_\_\_\_  
(when applicable)

\_\_\_\_\_  
(Name and signature of authorized company representative)

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

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

(5) NOTE: If material is received without required certification papers, material will be rejected.

#### **MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)**

(i) Marking shall be in accordance with ASTM-D-3951 (most current edition) and with the information set forth in paragraph (ii) below. Unless specified elsewhere in this contract/order, bar coding is not required.

(ii) All unit and exterior containers/packs shall, as a minimum, be marked as follows:

(iii) Markings may be applied by any means which provide legibility.

## PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

- (a) Preservation, packaging, and packing shall be in accordance with ASTM-D-3951 (most current edition), "Standard for Commercial Packing." The unit pack quantity that applies to items under this contract is "Industry Standard".
- (b) Prohibited Packing Materials. The use of asbestos, excelsior, loose fill polystyrene, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.
- (c) Non-Manufactured Wood Packing. All non-manufactured wood utilized in wood pallets and wood containers shall be heat treated to a minimum core temperature of 56 degrees centigrade for 30 minutes and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Refer to [www.aphis.usda.gov/ppq/swp/eunmwp.html](http://www.aphis.usda.gov/ppq/swp/eunmwp.html) for wood packing policy, enforcement regulations and accredited agencies. Non-coniferous (hardwood) and manufactured wood, such as particleboard and plywood, are exempt from this requirement.
- (d) Mandatory Pallet Usage. Items that are not being shipped via SMALL PARCEL SERVICE (UPS/FEDEX/DHL) are **required** to be on PALLETS.

## INSPECTION AT ORIGIN AND ACCEPTANCE AT DESTINATION

Initial inspection of the supplies or services to be furnished hereunder shall be made by representatives of the Government (normally the Defense Contract Management Agency) at the contractor's or subcontractor's plant. The place or places designated for such actions may not be changed without authorization of the Contracting Officer.

Final inspection and acceptance shall be at destination by the receiving activity.

## CONSTRUCTIVE ACCEPTANCE



In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. The following number of days for constructive acceptance applies to paragraph (a)(5)(i) of FAR Clause 52.232-25, "Prompt Payment", which is incorporated by reference:

45 days for constructive acceptance.

#### **INSPECTION AND ACCEPTANCE (SOURCE/DESTINATION) - RFQ**

Inspection of the supplies to be furnished hereunder shall be made at the Contractor's or subcontractor's plant by representatives of the Government (normally the Defense Contract Management Agency (DCMA)). Acceptance of such supplies shall be made at destination by the receiving activity.

The quoter shall furnish the following information:

- (1) Name of principal manufacturer (not dealer) of the supplies:

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- (2) Place of principal manufacture of supplies:

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(Street Address, City, State, Zip Code, and telephone number)

- (3) Name and address of firm where supplies will be inspected:

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(Street address, City, State, Zip Code, and telephone number)

NOTE: The prime contractor will be responsible for the conformance of all materials to the requirements and specifications of the contract irrespective of whether manufactured by any subcontractors or by the prime contractor. If the material is to be manufactured by a subcontractor, the prime contractor is expected to show evidence that the prospective subcontract has the capability and knowledge to perform in accordance with applicable contract requirements. Additionally, the Government reserves the right to inspect the subcontractor's facility.

#### **PROOF OF DELIVERY**

If United Parcel Service (UPS) or Federal Express services are used for transportation, each package must have a unique package identification number. The Government will not consider the manifest as proof of delivery unless each package can be uniquely identified. Acceptance will occur only after the Government can verify actual receipt of the contract items--packaged, marked and labeled as required elsewhere in this contract.

**CERTIFICATION REGARDING ACTUAL MANUFACTURER (BUSINESS SIZE IDENTIFICATION)**

1. The offeror certifies that it is ( ), is not ( ) the actual manufacturer of the item(s) covered by this solicitation/contract. The following information is to be provided by offerors who are not the actual manufacturer:

a. Actual Manufacturer(s) Identification [if more than one, identify all]:

	ACTUAL MFR'S PART NO.OR OTHER IDENTIFICATION	ACTUAL MFR'S BUSINESS SIZE* (L, SB, SDB)
NAME AND ADDRESS		

b. Support effort performed by the offeror in addition to purchasing the item(s) for resale to the Government:

(1) Testing/Quality Assurance:	Yes/No
(2) Preservation, Packaging, and Packing:	Yes/No
(3) Bar Coding	Yes/No
(4) Other _____	

\*Refer to Section K (52.219-1) for the business size standards for this solicitation.  
L = Large Business. SB = Small Business. SDB = Small Disadvantaged Business.

**REVIEW OF AGENCY PROTESTS**

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, DLA Maritime Puget Sound, shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for DLA MARITIME PUGET SOUND IS THE CONTRACTING OFFICER WHO SIGNED THE AWARD.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

1. Product Quality. Government material examination and testing will be in accordance with the standards and procedures as specified in paragraph 52.212-4 and industry procedures.

- (A) The contractor will be paid only for material the authorized customer has received and accepted.
- (B) When material has been identified to be non-conforming, the contractor will accept returns under the following conditions for replacement:

- Items were shipped in error;
- Items were damaged in shipment;
- Items with concealed shipping damages;
- Other returns consistent with the contractor's normal return policy.

(C) If found to be nonconforming, material will be held pending contractor's disposition instructions for not more than 90 days, after which the nonconforming material will be returned to the contractor's address at the contractor's expense. Disposition instructions should be sent to the Customer, Code 133.1 via email reply to the Product Quality Deficiency Report (PQDR) Letter.

(D) When requested by the government, the supplier shall investigate nonconformities to determine the root cause(s) of failures, and take effective action(s) as appropriate to correct the items and prevent future failures. Such corrective actions shall be documented and provided to the government as a corrective action/preventative action reply to the PQDR.

(a) The report shall provide the following information.

- 1) Date of the report.
- 2) Purchase order or contract number.
- 3) Part Number and nomenclature.
- 4) Source of the defect.
- 5) Origin failure of the process.
- 6) Action taken to correct the defects.
- 7) Action taken or plan to prevent reoccurrence of the issue.
- 8) Other products affected.
- 9) Effective date.
- 10) Quality representative approval signature.

(E) The contractor recognizes that although sampling during inspection may be used for acceptance of a lot, any singular nonconformance can be cause for rejection of the entire lot or shipment.

(F) If the ordering activity does not request replacement of the returned item(s) the contractor shall issue a check made payable to "U.S. Treasury" for the amount due to the ordering activity. The check shall be forwarded to the Contracting Officer and accompanied by documentation referencing the contract number, requisition number and reason for the reimbursement.

#### PLACE OF INSPECTION

INSPECTION – Government inspection is required prior to shipment from your plant.

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

“INSPECTION AT SOURCE, ACCEPTANCE AT DESTINATION”

SOURCE INSPECTION DCMA

ACCEPTANCE AT DESTINATION

Source inspection of supplies furnished will be made by a representative of the DCMA office at the contractor's plant as identified below:

PLACE OF INSPECTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DCMA OFFICE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In accordance with FAR 46.201(c), and Military or Standard Specifications referenced in this contract, the Government may conduct material receipt inspection including specialized technical tests.

Final acceptance of the supplies shall be made at destination by \_\_\_\_\_ Shipyard.

#### DLA PROCUREMENT NOTES

##### **C01 Superseded Part Numbered Items (SEP 2016)**

If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

##### **C02 Manufacturing Phase -Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)**

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

##### **C03 Contractor Retention of Supply Chain Traceability Documentation (SEP 2016)**

(1) By submitting a quotation or offer, the contractor agrees that, when the contractor is not the manufacturer of the item, it is confirming that it currently has or will obtain before delivery and shall retain documented evidence (supply chain traceability documentation) that the item is from the approved manufacturer and conforms to the technical requirements. The retention period is five years after final payment under this contract.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing source's Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, where available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Examples of acceptable supply chain traceability documentation can be found at:

<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>

(4) The contractor shall immediately make available documentation upon request of the contracting officer. The contracting officer determines the acceptability and sufficiency of documentation. If the contractor fails to retain or

provide the documentation or the contracting officer finds the documentation to be unacceptable, corrective action may be taken including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

**C04 Unused Former Government Surplus Property (DEC 2016)**

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes \_\_\_ No \_\_\_

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes \_\_\_ No \_\_\_

The material conforms to the revision letter/number, if any is cited. Yes \_\_\_ No \_\_\_ Unknown \_\_\_ If No, the revision does not affect form, fit, function, or interface. Yes \_\_\_ No \_\_\_ Unknown \_\_\_ The material was manufactured by:

(Name): \_\_\_\_\_

(Address): \_\_\_\_\_

(2) The offeror currently possesses the material Yes \_\_\_ No \_\_\_

If yes, the offeror purchased the material from a Government selling agency or other source.

Yes \_\_\_ No \_\_\_ If yes, provide the following:

Government Selling Agency: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Date: (Month, Year): \_\_\_\_\_

Other Source: \_\_\_\_\_

Address: \_\_\_\_\_

Date Acquired: (Month/Year) \_\_\_\_\_

(3) The material has been altered or modified. Yes \_\_\_ No \_\_\_

If Yes, the offeror must provide the name of the company that performed the alteration or modification and attach or forward to the contracting officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes \_\_\_ No \_\_\_

If Yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes \_\_\_ No \_\_\_; and (ii) the offeror must provide information on the company that reconditioned the material with the certifications and attach or forward to the contracting officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains

cure-dated components. Yes \_\_\_ No \_\_\_

If Yes, (i) the price includes replacement of cure-dated components. Yes \_\_\_ No \_\_\_; and (ii) provide cure date to the contracting officer.

(5) The material has data plates attached. Yes \_\_\_ No \_\_\_

If Yes, the offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the contracting officer. \_\_\_\_\_

(6) The offered material is in its original package. Yes \_\_\_ No \_\_\_

If yes, the offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the contracting officer a copy or facsimile of original package markings:

Contract Number \_\_\_\_\_

NSN \_\_\_\_\_

CAGE Code \_\_\_\_\_

Part Number \_\_\_\_\_

Other Markings/Data \_\_\_\_\_

(7) The offeror has supplied this same material (National Stock Number) to the Government before.

Yes \_\_\_ No \_\_\_

**C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017)**

The Government may correct packaging or labeling deficiencies if the estimated costs of the corrections are \$300 or less (\$500 for C&T items). The contracting officer will advise the contractor of the discrepancy and that the Government has completed the repackaging or relabeling. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

If the estimated costs of repackaging or relabeling are more than \$300 (\$500 for C&T), the contracting officer may advise the contractor of the discrepancy and have the material returned to the contractor for correction/resubmittal; or, if there are urgent requirements, have the Government remediate the discrepancy at the contractor's expense. Upon receipt of notice from the contracting officer, the contractor shall reimburse the Government for the costs incurred by the Government to correct the deficiencies.

**G01 Additional Wide Area Workflow (WAWF) Information (AUG 2017)**

Contractors shall include the Transportation Control Number (TCN) and carrier shipment tracking information when submitting the DD250/iRAPT Receiving Report in Wide Area Workflow (WAWF) in order to assist with material inspection and acceptance.

**L04 Prescription:** 11.391(b) Solicitations shall include procurement notes L04 and M06 when items are identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

**L04 Offers for Part Numbered Items (SEP 2016)**

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

Exact product – applies to contract line-item(s) (CLIN(s)): \_\_\_\_\_

CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Alternate product – applies to CLIN(s): \_\_\_\_\_

CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Superseding part number – applies to CLIN(s): \_\_\_\_\_

CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Identify reason for superseding part number:

Administrative P/N change only: Yes \_\_\_\_\_ No \_\_\_\_\_

Minor change/No change in configuration: Yes \_\_\_\_\_ No \_\_\_\_\_

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Previously-approved product – applies to CLIN(s): \_\_\_\_\_

Contract or Solicitation Number: \_\_\_\_\_

CAGE code \_\_\_\_\_ part number \_\_\_\_\_

Correction to CAGE/Part Number – applies to CLIN(s) \_\_\_\_\_

CAGE code in error/same corporation, different division Yes \_\_\_\_\_ No \_\_\_\_\_

CAGE code in error/sold to different corporation Yes \_\_\_\_\_ No \_\_\_\_\_ Part number not recognized Yes \_\_\_\_\_ No \_\_\_\_\_

Obsolete part number Yes \_\_\_\_\_ No \_\_\_\_\_

Other Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

(1) An approved source offering its part number cited in the item description;

(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;

(3) A manufacturer who produces the offered item under the direction of an approved source; and has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government.

(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(c) Alternate product.

(1) The offeror must indicate that an alternate product is being offered if the offeror is any one of the following:

(i) An offeror who manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in (i) above;

(iii) An offeror of a reverse-engineered product that is not cited in the item description; or

(iv) An offeror whose product does not meet the criteria of exact product, superseding product, or previously approved product.

(2) An offer of an alternate product is an alternate offer.

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

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

(f) Correction to CAGE/Part Number Cited in the Item Description

Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

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(g) Traceability documentation.

(1) The contracting officer may request evidence of the technical acceptability of the product offered. The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. The agreement must specifically identify the exact item, or otherwise ensure that the offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product specific, the offeror must furnish additional documentation to address the exact item being acquired.

(iv) Other verifiable information.

(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the configuration of the part.

(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

(h) Alternate offer data.

(1) The contracting officer may request drawings, specifications, or other data necessary to clearly

describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.

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

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(j) Evaluation of alternate offers

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

(1) For solicitation numbers beginning with SPE7:

DLA Land and Maritime  
Directorate of Procurement Alternate offer monitor, BPP  
Post Office (P.O.) Box 3990  
Columbus, Ohio 43218-3990

(2) For solicitation numbers beginning with SPE4:

DLA Aviation  
Office of the Competition Advocate  
Attention: BPC  
8000 Jefferson Davis Highway  
Richmond, Virginia 23297-5100

(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8: DLA Troop Support

Attention: (see note below)  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5096

Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:

SPE1 = Clothing and Textile (C&T)

SPE2 = Medical

SPE3 = Subsistence

SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)

SPE8 = Construction and Equipment (C&E)

(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:

Defense Logistics Agency – DLA Aviation  
Office of the Competition Advocate  
Building 5201

Redstone Arsenal, Alabama 35898

(5) For solicitation numbers beginning with SPRPA1:

DLA Philadelphia



Competition Advocate Office

700 Robbins Avenue Building 1

Philadelphia, Pennsylvania 19111-5098

(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:

Defense Logistics Agency

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DLR Procurement Operations - ZG

6501 East Eleven Mile Road

Warren, Michigan 48397-5000

(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency

DLR Procurement Operations - ZL

6001 Combat Dr., Rm. C1-301

Aberdeen Proving Ground, MD 21005-1846

#### **L06 Agency Protests (DEC 2016)**

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

**M06 Prescription:** 11.391(b) Solicitations shall include procurement notes L04 and M06 when items are identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

#### **M06 Evaluation of Offers of Alternate Product for Part Numbered Items (SEP 2016)**

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

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