

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 51	
1. REQUEST NO. N6852023Q0020	2. DATE ISSUED 23-Mar-2023	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY COMFRC PROCUREMENT GROUP 47038 MCLEOD ROAD; BUILDING 448 PATUXENT RIVER MD 20670			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JEFFREY SMITH 301-481-1592			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) 6.1.3 FRANK LA FALCE BLDG 250, 1ST STREET, NAS NORTH ISLAND SAN DIEGO CA 92135 TEL: 619-545-2937 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 13-Apr-2023						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %		
NOTE: Additional provisions and representations are are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section A - Solicitation/Contract Form

FOR YOUR INFORMATION

POINTS OF CONTACT:

CONTRACT SPECIALIST:

Jeffrey Smith; jeffrey.t.smith6.civ@us.navy.mil

PROCURING CONTRACTING OFFICER:

Tiffany Crayle; tiffany.l.crayle.civ@us.navy.mil

TECHNICAL POINT OF CONTACT:

Frank La Falce; frank.c.lafalce.civ@us.navy.mil; 619-545-2937

ENGINEER POINT OF CONTACT

Vu Dao; vu.t.dao.civ@us.navy.mil; 619-545-3974

CONTRACTOR POINT OF CONTACT:

TBD

QUESTION PERIOD:

Questions related to the Statement of Work will be accepted for seven (7) days after the release of the RFQ. Please address any questions to Jeff Smith, jeffrey.t.smith6.civ@us.navy.mil and Tiffany Crayle, tiffany.l.crayle.civ@us.navy.mil.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Automatic X-Ray Film Processor FFP	1	Lot		
	The contractor shall deliver, install, program and calibrate one (1) Automatic X-Ray Film Processor in accordance with the Statement of Work (SOW). NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 6740				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Shipping FFP	1	Lot		
	The contractor shall provide shipping in accordance with the Statement of Work (SOW). FOB: Destination PSC CD: 6740				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Warranty FFP The contractor shall provide a warranty in accordance with Section C, Statement of Work (SOW). FOB: Destination PSC CD: 6740	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Technical Data FFP The contractor shall provide Technical Data as required in the Statement of Work (SOW), and in accordance with Exhibit A, Contract Data Requirements Lists (CDRLs). FOB: Destination PSC CD: 6740	1	Lot		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK (SOW)

**PROCUREMENT OF AN AUTOMATIC FILM PROCESSOR
Fleet Readiness Center Southwest (FRCSW), Building 250**

Prepared by
Technical Point of Contact (TPOC): Frank La Falce / Engineer: Vu Dao
Fleet Readiness Center Southwest (FRC-SW) – North Island

1.0 SCOPE:

- 1.1 This SOW describes the minimum specifications and requirements necessary to purchase a new automatic film processor system in building 250.
- 1.2 Description: The purpose of this SOW is to provide details for a “Turn-Key” operation for a commercial vendor to provide parts, labor, and materials delineated by contract scope and specified by SOW, to include; installation, start-up, commissioning, validation, calibration, and training of the automatic film processor located at FRCSW, in Building 250. The quality, size, and capacity shall be no less than the minimum specification outlined in Section 3 of this SOW.

2.0 APPLICABLE DOCUMENTS AND REFERENCES:

2.1 Government Documents:

2.1.1 The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto.

2.1.2 Standards - Federal

- a. US NAVY
OPNAVINST 3960.16A: Navy Test, Measurement, and Diagnostic Equipment (TMDE), Automatic Test Systems (ATS), and Metrology and Calibration (METCAL) (2011)
- b. FED-STD-H28A - Screw Thread Standards for Federal Services (1994 edition)
- c. MIL-STD-130N – Identification Marking of U.S. Military Property (2007 edition) (Copies of Federal and military specifications, standards, and handbooks are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-0001).
- d. MIL-M-18058G – Military specification; Machinery, Metal and Woodworking , Packaging of Military Standards (MIL STD) date 02-APR-1990
- e. MIL-STD-1472F – Department of Defense Design Criteria Standard : Human Engineering (23 Aug 1999)
- f. MIL-STD-129 - Marking for Shipment and Storage, date 29-Oct -2004
- g. MIL-STD-726H - Military Standard : Packaging Requirement Codes (31 JUL 1985)
- h. MIL-STD-794E, Military Standard: Parts and Equipment, Procedures for packaging of (16 JUL 1982)

- i. OPNAVINST 5100.23 Navy Occupational Safety and Health (NAVOSH) Program and 29 CFR 1910 Manual Chapter 18, Hearing Conservation and Noise Abatement
- j. U. S. Code of Federal Regulations, Occupational Safety and Health Act (OSHA) 29 CFR PART 1910 - General, July 2022 edition or latest. (Application for copies should be addressed to: the Superintendent of Documents, U. S. Government Printing Office, Washington DC 20402-0001).
- k. FY20 NAVAIR METCAL scheduling letter
- l. NAVAIR 17-35POP-01, Metrology and Calibration Program Operations and Processes Manual, 1 November 2000
- m. NAVAIR 17-35QAC-01B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 December 2006
- n. NAVAIR 17-35MTL-1, Metrology Requirements List (METRL), 1 December 2013
- o. NAVAIR 17-35TR-04 and NAVAIR 17-35TR-50, REQUIREMENTS FOR THE PREPARATION OF NAVAIR 17-50 SERIES INSTRUMENT CALIBRATION PROCEDURES
- p. NAVAIRINST 13680.1C, Naval Aviation Metrology and Calibration program
- q. California Code of Regulation Title 22

2.1.3 Local Documents:

- a. FRCSWINST 11300.2F – Energy and Water Management Program (26 Aug 2008 Effective Date or latest).
- b. FRCSW North Island Layout Drawings of Facility Engineering Layout Showing designated area for EMAS identified with adequate utility Facility/Aircraft power.
- c. FRCSW 5100/19 Rev D (or latest revision) – Plant Maintenance Energy Control Procedure (ECP) Form
- d. EPA Approved and Complied Rules and Regulations : San Diego County APCD

2.1.4 Publication Reference: The product offered shall comply with the following codes and specifications, where applicable. Unless a date or version is specified, the latest edition of the referenced publications in effect at the time of the bid shall govern. In case of a conflict between the requirements in this specification and those listed in the references, the supplier shall notify TPOC for immediate resolution. The following other Government documents and publications form a part of this specification to the extent specified herein.

- a. CODE OF FEDERAL REGULATIONS (CFR) January, 2022 or latest edition
- b. U.S. DEPARTMENT OF LABOR, OSHA
- c. 29 CFR PART 1910 – General Industry Standard, July 2022 or latest edition

2.2 Non-Government Documents:

2.2.1 The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract. The product offered shall comply with the following codes and specifications where applicable. Unless a date or version is specified, the latest edition of the referenced publications in effect at the time of the bid shall govern. In case of a conflict between the requirements in this specification and those listed in the references, the supplier shall notify the TPOC.

2.2.2 American Society of Mechanical Engineers (ASME):

- a. ASME Y14.5 - Dimensioning and Tolerancing (2018 or latest edition).

2.2.3 International Organization for Standardization (ISO):

- a. ISO 4414: 2010 Pneumatic Fluid Power- General rules and safety requirements for systems and their components
- b. ISO 9000: 2015 Quality Management Systems

2.2.4 National Electrical Manufacturers Association (NEMA)

- a. NEMA ICS 1 - Industrial Control and Systems General Requirements, 2022 Edition or latest Edition
- b. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600Volts . Revision: March 2008 and Published Date:01, 2020 or latest Edition
- c. NEMA ICS 3 – Industrial Control and System, 2005 Edition , Published Date 01, 2010 or latest Edition
- d. NEMA 250 – Enclosure for Electrical equipment, 2020 or latest Edition
- e. NEMA ICS 6 – Industrial Control and Systems Enclosures (1993 or latest edition)
- f. NEMA MG-1 – Motors and Generator , 2021 or latest Edition

2.2.5 National Fire Protection Association (NFPA)

- a. NFPA 70 - National Electrical Code, (2020 or latest edition)
- b. NFPA 79 - Electrical Standards for Industrial Machinery, (2021 edition or latest)

2.2.6 National Institute of Standards and Technology (NIST) Standard/Calibration

- a. Standard calibration information can be found at:
<https://www.nist.gov/search?s=standard+calibration>

3.0 REQUIREMENTS:

- 3.1 While every effort has been made to ensure the completeness of this list, contractors are cautioned that they must meet all specified requirements cited in this SOW.
- 3.2 This section describes the minimum requirements for the procurement, design and on-site installation of the new automatic film processor system at FRCSW, North Island, Building 250. The contractor shall make all of the adjustments, replacements, modifications, upgrades, and pass all of the environmental, safety, and fire regulations according to the technical requirements included in this SOW in paragraphs 2.0 and subsequent. Specifications and requirements are as follows:
- 3.3 **General Requirements:** The item offered shall be new and a current turnkey commercially available parts/model. A current model is defined as the manufacturer's currently produced model, which, on the date this solicitation is issued, has been designed, engineered, sold, or is being offered for sale through advertisements or manufacturer's published catalogue or brochures. Products such as a prototype unit, pre-production model, or experimental unit do not qualify as meeting the requirements specified herein. The machine shall include all components, parts, and features necessary to meet the performance requirements specified herein. All parts subject to wear, breakage, or distortion shall be accessible for adjustment, replacement, and repair. The Contractor shall not utilize U.S Government personnel, facilities, equipment, or consumable materials for any task related to the paid service provided, except as specifically identified and authorized by the contract.
- 3.3.1 **Requirements Developments:** The contractor shall identify any new developments that would improve the efficiency, accuracy, or productivity of the equipment or would decrease its operating costs.
- 3.3.2 **Measuring and Indicating Device Graduations:** All measuring and indicating devices on the equipment shall be graduated in the metric system. Volts and Amperes shall be International System of Units (Metric).
- 3.3.3 **Controls:** All electrical and mechanical operating controls shall be located in an open space in close proximity to the operator's workstation(s).
- 3.4 **Environmental Protection and Safety Requirements:** The completed installation shall meet all applicable Environmental Protection Agency (EPA) and Section 2.1.2j restriction for materials classified as hazardous to the environment in effect on the date of contract. During the operation of the equipment at the final location, all equipment shall comply with all applicable EPA and 2.1.2j in effect on the date of contract regulating the emission of material hazardous to the environment. The contractor shall coordinate with FRCSW and Naval Air Station (NAS), North Island regarding site approvals and environmental permits required by Federal, State,

County, and Local Laws. For additional information, the contractor is instructed to contact the TPOC. Within 30 days from contract award, contractor shall provide in writing the make, model, capacity, footprint, mechanical, pneumatic, and electrical requirements of the equipment to the TPOC (CDRL A001).

- 3.4.1 Waste Disposal: FRCSW shall assume all responsibility and associated liability for disposal of hazardous waste as defined in Section 2.1.2q.
- 3.4.2 Disposal of old equipment: Unless stated otherwise, shall be the responsibility of the Government. Contractor to disassemble, cut if necessary, and stage at a pre-arranged location for the Government to clean and dispose of the equipment. Contractor to contact TPOC and obtain specific instructions in regards to location and latest regulation from the government for disposal of old equipment/parts/machinery.
- 3.4.3 Safety and Health Requirements: All machine parts, components, fluids, mechanisms, and assemblies furnished for the automatic film processor system whether or not specifically required herein, shall comply with all of the requirements of Section 2.1.2i and Section 2.1.2j.
 - a. Mercury Restriction: The automatic film processor system shall not contain mercury or mercury compounds nor be exposed to free mercury during manufacture.
 - b. Asbestos Restriction: Asbestos and materials containing asbestos shall not be used on or in the automatic film processor system.
 - c. Lead: Lead and materials containing lead shall not be used on or in the automatic film processor system except electronic solder joints and otherwise stated.
 - d. Use of Polychlorinated Biphenyl (PCB): The use of polychlorinated biphenyl (PCB) on or in the equipment is prohibited.
 - e. Audible Noise Level: Audible noise emitted by the equipment shall not exceed 84 decibels (dB), measured on the "A" weighted scale of a standard Type II sound level meter, at the operator's work position or any point at a distance of three (3) feet from the equipment. Noise generated by the work piece, shall be excluded in determining compliance of the equipment with the 84 dB requirements in Section 2.1.2i.
 - f. Lubrication: Means shall be provided to ensure adequate lubrication for all moving parts. Recirculating lubrication systems shall include a filter that is cleanable or replaceable. Each lubricant reservoir shall have at least a 24-hour capacity. Means shall be provided to indicate a low oil condition. Shall a low oil condition occur; the machine shall enter an emergency stop condition upon completion of the current operation. All oil holes, grease fittings, and filler caps shall be accessible.
 - g. Interchangeability: All replacement parts shall be interchangeable without requiring modification. Replacement parts are those that are subject to wear or failure such as gears, bearings, shafts, feed screws, drive belts, pumps, and seals. Electrical replacement parts shall include but not be limited to,

motors, relays, fuses, switches, magnetics, pushbuttons, light bulbs, braking mechanisms, and solid-state devices. Tooling and accessories normally supplied as standard items shall also be considered replacement parts. Foreign-sourced replacement parts shall be interchangeable with domestically supplied components or be readily available from a domestic source.

4.0 DETAILED TASKS:

- 4.1 The automatic film processor system shall be constructed of parts that are new, without defects, and free of repairs. The structure shall withstand all forces encountered during operation of the machine to its maximum rating and capacity without distortion.
 - 4.1.1 Surfaces: All surfaces shall be clean and free of harmful or extraneous materials. All edges shall be either rounded or beveled unless sharpness is required to perform a necessary function. The condition and finish of all surfaces shall be in accordance with the manufacturer's commercial practice.
 - 4.1.2 Finish: The machine shall be finished in accordance with the manufacturer's commercial practice. If paint is used it shall be of the lead-free type.
 - 4.1.3 Workmanship: Workmanship of the machine shall meet all requirements specified herein and shall be of a quality equal to that prevailing among manufacturers producing equipment of the type covered by this purchase description.
 - 4.1.4 Marking on Instruments, Control Panels, and Plates: All words on plates shall be in the English language commonly spoken in the United States of America. Characters shall be engraved, etched, embossed, or stamped, in boldface on a contrasting background. All plates shall be corrosion resistant.
 - 4.1.5 Castings and Forgings: All castings and forgings shall be free of defects, scale, and mismatching. No processes such as welding, peening, plugging, or filling with solder or paste shall be used for reclaiming any defective part.
 - 4.1.6 Fastening Devices: All screws, pins, bolts, and other fasteners shall be installed to prevent unintentional loosening. Fastening devices subject to removal or adjustment shall not be permanently installed.
 - 4.1.7 Threads: All threaded parts, either Standards (US) or International Metric (SI), used on the machine and its related attachments and accessories shall conform to Section 2.1.2b and the applicable "Detailed Standard" section referenced therein.

- 4.1.8 Welding, Brazing, or Soldering: Shall be employed only where specified in the original design. None of these operations shall be employed as a repair measure for any defective part.
- 4.1.9 Maintainability: The equipment shall be designed and constructed to permit maintenance personnel to easily service the equipment using a minimal number of tools. All parts subject to wear, breakage, or distortion shall be accessible for adjustment, replacement or repair. Consistent with required maintenance and design of the equipment, the contractor shall provide any special tools required to service the Unit. The equipment shall be equipped with access covers to facilitate inspection, cleaning, and repair, or replacement of parts.
- 4.1.10 Functions & Features. The automatic film processor shall meet the following minimum requirements:
- 4.1.10.1 Interface display feature that includes the keypad interface
 - 4.1.10.2 High processing capacity of up to 56 sheets/hour (35cm x 43cm)
 - 4.1.10.3 An intermediate fix rinse system that enhances process uniformity to both sides of the film
 - 4.1.10.4 Feed-tray cover that allows for room light operation
 - 4.1.10.5 Filtered developer solution that reduces film artifacts
 - 4.1.10.6 Integrated chiller unit that maintains developer temperature uniformity in hot environments
 - 4.1.10.7 Work in progress monitoring
 - 4.1.10.8 Two 50 liter storage tanks
 - 4.1.10.9 Low level monitoring of all tank solutions
 - 4.1.10.10 Automatic tank solution controls and maintains correct solution levels
 - 4.1.10.11 The chemical mixer shall meet the following requirements
 - a. The specific gravity control
 - b. Low-level indicator lamp and audible alarm activate when the solution level falls to 2.0 gallons or less. Indicator lamp shall include for developer and fixer
 - c. Mix shall start anytime as needed by the end user
 - d. Mix shall start automatically when the solution level is below the minimum level for the required operation
 - e. Thermostatic control switch shall be used to protect the solenoid valve
 - f. Resettable fuse shall be used to protect the circuit of mixer
- 4.1.11 Electrical System. The machine shall conform to NFPA 79. The existing source power available at the facility is two hundred eight (208) Volt, sixty (60) Hertz (Hz). The machine's electrical system shall be tolerant of fluctuation of plus or minus ten percent ($\pm 10\%$). The Government shall provide an electrical utility connection within 20 feet of the new machine (see also 9.1). The vendor shall be responsible for the connection of the X-Ray

Film Processor to the supplied power source electric cable and the processor's complete electrical system including any electrical transformer(s) and modifying the existing source voltage to the proper operating voltage of the equipment. A properly rated, and fused, single disconnect device shall be utilized on the machine with means of lockout in the "Off" position only.

- a. Electrical Enclosure. Construction of the electrical enclosures shall conform to Section 2.2.4e standards. The enclosure shall be a NEMA 250 type 12 and shall be designed for an indoor non-hazardous location. All electrical components shall conform to applicable Section 2.2.4a standards. The machine shall be provided with interlocks on its electronic cabinet that shall instantly remove power from the equipment when the door is opened in accordance with Section 2.2.5b.

4.1.12 Arc Flash Protection. The machine enclosures shall be marked for arc flash in accordance with 2.2.5b, Paragraph 16.2.3 "Safety Signs for Electrical Enclosures" for arc flash safety.

4.1.13 Solid-State Components. Electrical devices used to power electrical servo of control voltage delivered to solid-state electrical components shall be solid-state devices. Such devices shall handle the electrical load imposed by operation of the machine to its maximum capability. The use of selenium in solid-state components shall be restricted to those devices that protect other solid-state components from voltage surge.

4.2 Marking on Instruments, Control Panels, and Plates: All words on plates shall be in the English language. Characters shall be engraved, etched, embossed, or stamped in boldface on a contrasting background. All plates shall be corrosion resistant.

4.2.1 Lubrication Plate. A lubrication plate shall be permanently and securely attached to each machine. The plate shall contain the following information:

- a. Points of Lubricant Application
- b. Servicing Interval
- c. Type of Lubricant
- d. Viscosity
- e. Military or Federal Specification for Each Lubricant (If available)
- f. Size and Type of Each Lubricant Filter

4.2.2 Nameplate. A nameplate shall be permanently and securely attached to each machine. The nameplate shall contain the information listed below. If the machine is a special model, the model designation shall include the model number of the basic standard machine and a suffix identified in the manufacturer's permanent records.

- a. Nomenclature

- b. Manufacturer's Name
- c. Manufacturer's Model Designation
- d. Manufacturer's Serial Number
- e. Power Input (Volts, Total Amps, Phase, Frequency)
- f. Contract Number
- g. Date of Manufacture

- 4.2.3 Identification Marking of Military Property. An Item Unique Identification Marking (IUID) shall be provided in accordance with Section 2.1.2c and all applicable documents within the standard with Machine Readable Information (MRI) for item identification marking and automatic data capture. The application of Human Readable Information (HRI) shall be used in combination with MRI and free text. This tag shall contain the information listed in paragraph 4.2.2 Nameplate.
- 4.3 Technical Data (CDRL A001/ CDRL A002). All documentation, operation manuals, maintenance manuals, programming manuals, student training materials, drawings, vendor literature, laminated note cards, metal name and service plates, service bulletins, upgrade bulletins, and all associated charts/graphs, shall be written in the English language and be grammatically correct. All technical data shall identify manufacturer's name, model number, serial number and contact number. The technical data shall be delivered with the machine to the receiving activity. The machine schematics & layout shall be furnished in both AutoCAD and Portable Document Format (PDF) formats.
- 4.3.1 Manuals (CDRL A001) / Drawings / (CDRL A002). The contractor shall furnish three (3) hard copies of all technical, training, and maintenance manuals and drawings containing all information in compliance with modifications of the system. The manuals shall provide the data necessary for the programming, operation, and maintenance of the machine and ancillary equipment. The contractor shall also furnish one (1) digital copy of the above technical manuals and drawings in PDF file format or Excel on CD-ROM(s), as appropriate. The digital manuals and drawings shall be organized, indexed and referenced similar to the equivalent hardcopy format (i.e. volume, manual, section, etc.).
- 4.3.2 Training Manuals (CDRL A001). The training manuals shall cover, in detail, all phases and cycles of operation such as start-up, maintenance, idle, shut down, troubleshooting, programming, running programs, printing, re-starting systems, etc. Manuals shall include the vendor's contact information, parts list, preventive maintenance cycles, all information and documentation necessary to properly service, operate, maintain, adjust, and perform all functions within the equipment.
- 4.3.3 Maintenance Manuals (CDRL A001). The maintenance manuals shall properly identify in detail the extent of preventive maintenance, repair, and/or

troubleshooting of equipment. A complete list of all materials, chemicals, substances, and parts used for the maintenance and operation of the equipment shall be provided to the government (CDRL A002).

- 4.3.4 Calibration Manuals (CDRL A001). The calibration manuals shall properly identify in detail the extent of calibration, part numbers, model numbers, and manufacturer used. A complete list of all materials, chemicals, substances, and parts used for the calibration, or that need to be calibrated within the equipment shall be provided to the Government ninety (90) days prior to installation of equipment. Manuals shall be provided at the time of delivery and/or before acceptance of equipment.
- 4.3.5 Lockout/Tagout (LOTO) Energy Control Procedure(S) (CDRL A001): The Contractor shall determine whether all assets installed require an Energy Control Procedure (ECP), per Section 2.1.3c and Section 2.1.2j. If an asset requires an ECP, the Contractor shall complete the form referenced in Section 2.1.3d. The Contractor shall submit the ECP(s) to Equipment Engineering for review.
- 4.3.6 Onsite Adjustment (CDRL A001). All adjustments made to the equipment during testing, acceptance, and warranty shall be minimum for one year. Updated manual with all adjustments, updates, or changes made to the system shall be provided to the government.
- 4.3.7 Test Procedure Report (CDRL A001). Two (2) copies of the manufacturer's standard performance, operational, alignment, in accordance with section 4.0 shall be submitted with the contractors' proposal for government review. The government will inform the contractor of the acceptance or the rejection of test procedures.
- 4.4 Contractor Installation Responsibilities. The contractor shall provide all materials, labor, transportation and rigging support for complete installation of the automatic film processor and all associated tooling and components unless otherwise stated in this specification.
- 4.5 Training. After satisfactory completion of acceptance testing of the system, the vendor shall provide at least Four (4) working days of workforce familiarization training between 6:00 am and 14:30 pm Pacific time. Training shall be minimum for ten persons who are engineers, maintenance and calibration personnel. It shall be performed at the customer's facility. Training shall include both classroom and hands-on portion, and shall utilize as-built drawings and manuals provided under this contract. All material for training and printed training aids shall be in the English language and shall become the property of the government. Government shall receive electronic sets in CD/DVD format and hard copy sets of all training materials. The contractor shall provide the government with the following training equipment with full software license permissions/ownership.

- 4.5.1 Operator Training. Operator-level training shall include the following:
 - a. Operating procedures, including how to overcome commonly encountered malfunctions in user-level engagement with the machine.
 - b. Safety requirements, emergency features, and how to employ them
 - c. Familiarization with all interface and interface
 - d. Familiarization of all function and feature of the film Processor
 - e. Running and modification

- 4.5.2 Maintenance Training. Maintenance training shall be provided for a minimum of two (2) mechanical and two (2) electrical/electronic maintenance personnel and shall include the following topics:
 - 4.5.2.1 Mechanical Training.
 - a. Mechanical system of the film Processor
 - b. Review of mechanical schematics and drawings
 - c. Component location and function
 - d. Troubleshooting procedures and techniques
 - e. Repair procedures including disassembly and assembly
 - f. System maintenance and servicing
 - g. Set up, adjustment and calibration
 - h. Preventive maintenance procedures including lubrication points, type of lubrication and recommended frequency
 - i. General operation

 - 4.5.2.2 Electrical Training.
 - a. Electrical and electronic components and system of the film Processor.
 - b. Review of electrical and electronic system drawings and wiring schematics
 - c. Troubleshooting procedure and techniques
 - d. Electrical and electronic equipment service and repair
 - e. Location of components and their function, adjustment procedure, frequency and calibration Procedures
 - f. Preventive maintenance and procedure and frequency
 - g. Controller maintenance and troubleshooting
 - h. Controller programming including parameter restoration from backup
 - i. General operation

- 4.5.3 Calibration Training. Calibration training shall consist the following:
 - a. Component location and function
 - b. Setup for calibration
 - c. Adjustment
 - d. Calibration procedure (CDRL A001)

5.0 QUALITY ASSURANCE:

- 5.1 Validation of Equipment: Contractor shall calibrate, align, test, perform consistency, heat, duration, stress, integrity tests and any other tests required to ensure system is working properly and meeting all guidelines and requirements at the sites, provide certificates for the tasks (CDRL A003).
- 5.2 Responsibility for Inspection. The contractor shall be responsible for the performance of all inspection requirements specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his own facility for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to witness any inspections set forth in the purchase description where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.
 - 5.2.1 Responsibility for Compliance. All items must meet all requirements of sections 3.0 and 4.0 of this Statement of Work.
- 5.3 Classification of Inspections. The inspection requirements specified herein are classified as follows:
 - 5.3.1 Contract quality assurance inspection (Origin) (see 5.5).
 - 5.3.2 Final Inspection/Acceptance test (Destination) (see 5.6).
- 5.4 Inspection Conditions. All inspections, tests, and examinations shall be performed in an indoor facility with ambient temperature conditions in the range of fifty-five degrees Fahrenheit (55° F) to one-hundred degrees Fahrenheit (100° F) and ten percent (10%) to ninety-five percent (95%) relative humidity.
- 5.5 Contract Quality Assurance Inspection (Origin). Contract quality assurance inspection shall be applied at the contractor's facility prior to being offered for acceptance under the contract. The machine and all peripheral equipment added to the machine shall be fully assembled and perform all functions in accordance with this specification. Quality conformance inspection shall consist of the examination in 5.7 and all tests in 5.8. The machine shall pass the examination, all tests, and contract quality assurance inspection to be acceptable for shipment.
- 5.6 Final Inspection/Acceptance Test (Destination). Final Inspection and acceptance test shall be performed on the machine to ensure conformance with this purchase description. The acceptance test shall be performed only after the machine is installed at its final location. The acceptance test shall consist of the examination in 5.7 and all tests in 5.8. The machine shall pass the examination and all tests to be accepted.

- 5.7 Examination. The equipment shall be examined for design, dimensions, construction, materials, components, electrical equipment and workmanship to determine compliance with the requirements of this specification.
- 5.8 Tests. Unless otherwise specified all programs, instruments, materials, and tools required to perform and evaluate the tests shall be furnished by the contractor.
- 5.8.1 Operational Test. The film Processor system shall be operated in the standby mode not less than two (2) hours. Proper operation of all controls, components, functions, and calibration, adjusting mechanisms shall be checked and verified. Three (3) failures in a row to complete the run test may be cause for rejection of the entire system. After successful completion of the operational test, emergency stop devices, accessories and noise level shall be verified during the trial period.
- 6.0. POST AWARD CONFERENCE: Within seven (7) days from Contract award, the contractor shall conduct a post award meeting via Microsoft Teams with the Government to provide a Plan of Action and Milestones (POA&M) report (CDRL A003) to identify dates for contractor performance of all major events, from the time of contract award to final completion of all the contractual requirements. The report must be reviewed and approved by the TPOC. The milestones shall be prepared using a recognized project management technique (preferably Microsoft Project). The TPOC shall be notified prior to any changes being made to the POA&M (CDRL A003). The TPOC shall approve all changes prior to the changes being made. Contract shall not exceed one (1) year (360 days). The contractor shall be responsible to prepare and submit a program / plan review to FRCSW for approval. The plan review shall consist of the following:
- 6.1 Milestones (CDRL A003): Contractor to provide a weekly update to the FRCSW TPOC in regards to progress of installation, tests, problems, issues, and scheduling milestones at the project site, in building
- 6.2 Payments: Initial release of funds should be no more than twenty (20) percent with final release of balance of funds at the time of completion, final acceptance, and final clearance from all entities.
- 6.3 Program Scheduling (CDRL A003): The Contractor shall prepare and submit a project plan or schedule chart that delineates itemizing project tasks from contract award to install completion, to include engineering, design, manufacturing, delivery, training, and acceptance.
- 6.4 Program Review (CDRL A003): The Contractor shall be responsible to prepare and submit a program review to the TPOC for approval. The program review shall consist of:
- 6.4.1 Engineering Documentation
- 6.4.2 System Documentation.
- a. Validation Report (CDRL A003)

- b. System User's Manuals (CDRL A001)
- c. Calibration Procedures (CDRL A001)
- d. Maintenance / Corrective Maintenance Manuals (CDRL A001)
- e. Provisioning Technical Documentation (CDRL A001)
- f. Schematics/Drawings (if required) of the Electrical and Mechanical (CDRL A001)

6.4.3 Validation Plan and Procedure: To include the fixtures and tools to be used during the validation procedure (validation to be done at the factory and at FRCSW) (CDRL A003). Any and all tools/fixtures/parts utilized to perform the validation of the equipment shall be included as part of the system or package of this contract and given to the Government upon completion of the project at no additional cost to Government.

7.0 SECURITY AND BASE ACCESS: Upon award, the Contractor shall request from the TPOC all documentation to request site clearance for all contractor personnel. This documentation shall be required within five (5) days following receipt of the Notice to Proceed, by the Contractor. The Contractor shall send the clearance request to the TPOC, at FRCSW. (SEE BELOW). Contractor to verify with TPOC at the time of award for the latest security rules and guidelines. Any and all costs incurred to secure entrance on to the base are at no cost to the government and the contractor's responsibility.

7.1 Vetting: Vetting will necessitate advance planning and the timely exchange of the cited and/or required information, with the TPOC. For clarification, the procedure requires a minimum of fifteen (15) business days following receipt of the Personally Identifiable Information (PII) and may be subject to heightened requirements, without advance notice. Contractor shall contact TPOC for the latest forms required. It is the responsibility of the contractors to pass the vetting process.

7.2 Check-In: All personnel will be required to "check-in" at the Visitor Control Center (Bldg., 680), which is located at the Main Gate point-of-entry to Naval Base Coronado (NBC), at NAS North Island, San Diego, CA, between the hours of 0600-1430. Following receipt of a clearance, personnel will then be required to coordinate with their sponsor (e.g. TPOC) and obtain daily badges through the FRCSW Quarterdeck, located in Building 94; green daily badges are to be returned to the Quarterdeck at the end of business day before leaving the base.

7.3 All personnel with no exceptions, whether they are internally vetted, or represent the Contracting Officer, shall report to the FRCSW, Building 94, and Quarter Deck every day, present their ID and retrieve their daily green badge. Personnel found within FRCSW not wearing the green badge and shall be requested to leave the job site at no expense to the Government and not return until they have procured their Green Badge. The Green Badge has to be picked up every morning and dropped off at end of work-shift every day, no exceptions.

7.4 Failure to return or lost green badge can result on blocked access to the military base.

7.5 Technical Point of Contact (TPOC): Frank La Falce, Fleet Readiness Center Southwest, Bldg. 90-2, Code 6.3.3.1, PO Box 357058, NAS North Island, San Diego, CA 92135-7058, PH: (619) 545-2937, E-mail: frank.c.lafalce.civ@us.navy.mil

8.0 WARRANTY: Upon final acceptance, a warranty shall be provided for a minimum of twelve (12) months (e.g. 365 Days) that follows “start-up, system(s) testing, and acceptance/recognition of project completion,” by the Government and final payment acceptance by the contractor. The warranty shall cover all parts/labor of the identified and accepted system and equipment. This means, parts will be defect free for one-year under normal operating conditions from the date of final acceptance, not the manufacturing or installation date. Replacement of said parts shall be at no additional cost to the Government. This shall include shipping, handling, and any removal or installation involved in the replacement of said parts. Additionally, the warranty shall name FRCSW as the owner of the equipment and/or related structures.

8.2. Contractor: The warranty shall also include the following provisions

8.3 Technical Support: A qualified technical representative shall provide telephone/email support during normal business hours, Monday through Friday (excluding Federal holidays or shutdown period) during the hours of 0600 and 1430, local time.

8.4 Availability: The Contractor’s technical staff must be available to provide support either in-person, or via telephone at no additional charge and/or cost, to the Government. Additionally, it is incumbent upon the Contract that support of specific issues and/or general inquiries must be provided within twenty-four (24) hours, following notification by the Government.

9.0 ASSUMPTIONS, ISSUES AND LIABILITIES: The Contractor shall be expected to provide “supplies and services” in such a manner, that minimizes the likelihood and/or potential for disruption of production activities, at the Government facility. Work schedules that are influenced by either a federal holiday or shutdown period will be initiated or resumed on the next regularly scheduled workday of the Government.

9.1 Shipment and Storage: The Contractor shall be responsible for the shipment and storage of all tools, material, and supplies needed to the address below. When required and/or identified as a component of Contractor performance, the Government will be responsible for providing a “lay-down” area. However, any and/or all related security measures and the associated costs are the sole responsibility of Contractor.

Shipping Address:
 NAS North Island
 Bldg. 250, 1st Street
 San Diego, CA 92135

INSTALLATION RESPONSIBILITIES

<u>Government</u>	<u>Contractor</u>	
()	(XX)	a. Furnish labor and material handling equipment for off-loading and placing item on foundation.
()	(XX)	b. Provide and install installation hardware (anchor bolts, nuts, etc)
()	(XX)	c. Set and rough level the machine on its foundation.
()	(XX)	d. Level and align machine.
()	(XX)	e. Provide all necessary materials required to connect machine to the provided utilities and perform hookups.
()	(XX)	f. Provide all necessary materials, tools, gages, and instrumentation necessary to perform the required tests.
()	(XX)	g. Provide and charge all systems with fluids in accordance with manufacturer's instructions.
()	(XX)	h. Provide materials for the performance testing both the contractor's facility and at customer facility.

GOVERNMENT RESPONSIBILITIES

(X) Provide utilities hook-up within twenty (20) feet of the machine

Section D - Packaging and Marking

CLIN 0001 – The material to be furnished hereunder shall be packaged, packed, and marked IAW NAVAIR clause 5252.247-9508.

CLIN 0002 – The data to be furnished hereunder shall be packaged, packed, and marked IAW NAVAIR clause 5252.247-9508 and DTXT-247-9507.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (NAVAIR) (AUG 2019)

The use of loose fill materials, asbestos, excelsior, newspaper and shredded paper (all types) are prohibited. In addition, all Wood Packaging Materials (WPM) shall be heat treated or chemically treated in accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15:2009, "Regulation of Wood Packaging Material in International Trade."

DTXT.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2021)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, 32 CFR Part 117.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **Frank La Falce**.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **Attachment 1 - Data Item Transmittal/Acceptance/ Rejection Form**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 02-MAY-2023 TO 01-MAY-2024	N/A	6.1.3 FRANK LA FALCE BLDG 250, 1ST STREET, NAS NORTH ISLAND SAN DIEGO CA 92135 619-545-2937 FOB: Destination	
0002	POP 02-MAY-2023 TO 01-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	POP 02-MAY-2023 TO 01-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004	POP 02-MAY-2023 TO 01-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

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5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A](#), attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, [As specified in Block 6.](#)
- (2) ACO, [N/A.](#)
- (3) TPOC, [As specified in GTXT.201-9500](#)

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: CDRLs will be submitted electronically

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

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

COMBO

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

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

2 in 1

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N68520
Admin DoDAAC**	N68520
Inspect By DoDAAC	N65888
Ship To Code	N65888
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N65888
Service Acceptor (DoDAAC)	N65888
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

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

_____ WAWF Acceptor: Vilma Johnson, vilma.h.johnson.civ@us.navy.mil

WAWF Certifier: Paula Stauffer, paula.b.stauffer.civ@us.navy.mil

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

(End of clause)

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [Frank La Falce, FRCSW].

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

GTXT.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(APR 2022)

(a) The Technical Point of Contact (TPOC) for this contract is:[Frank La Falce, frank.c.lafacle.civ@us.navy.mil, 619-545-2937]

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this TPOC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security

related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.

(d) The contractor shall immediately notify the PCO in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
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
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	DEC 2022
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-1	Buy American--Supplies	OCT 2022
52.225-3	Buy American--Free Trade Agreements--Israeli Trade Act	DEC 2022
52.225-3 Alt III	Buy American--Free Trade Agreements--Israeli Trade Act (DEC 2022) Alternate III	JAN 2021
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-7	Notification Of Changes	JAN 2017
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.246-7008	Sources of Electronic Parts	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

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52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

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

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

Small business concern--

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.
- (7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to

be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

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

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

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

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

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

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

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

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

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

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

(End of clause)

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

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services,

and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

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)

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

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
CLIN 0001Automatic X-Ray Film Processor.

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

Contract line, subline, or exhibit line item No.	Item description
.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	4	23-MAR-2023
Attachment 1	Data Item Transmittal Form	1	23-MAR-2023