

REQUEST FOR QUOTE INSTRUCTIONS

REQUEST FOR QUOTE

Firm Fixed Price Purchase Order

N4523A23Q5704

Service - Boring Mill Upgrade

DEADLINE FOR QUOTE SUBMISSION

11:00AM Pacific Time

Friday, February 3, 2023 or Sooner

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 and Federal Acquisitions Regulation (FAR) part 12 and 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

The North American Industry Classification System (NAICS) code for this work is **811310** - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance, with a Business Size Standard of \$32,500,000.00. The Product Service Code Class is **J049** - Maintenance, Repair and Rebuilding of Equipment: Maintenance and Repair Shop Equipment.

Any purchase order resulting from this RFQ will be made based on the evaluation criteria outlined below in FAR Provision 52.212-2 Evaluation--Commercial Items (NOV 2021).

Period of Performance: The period of performance (POP) shall be for **twelve (12) months** from date of award. **Award to be on or around February 15, 2023.** The onsite dates shall be agreed upon by the Government and the contractor within the POP window.

Place of Performance: Puget Sound Naval Shipyard and Intermediate Maintenance Facility, 1400 Farragut Avenue, Bremerton WA

Please submit quote to: Melissa Ayers, Code 433 Contracting Office, Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) via email at melissa.r.ayers3.civ@us.navy.mil and Chris Davidson at christopher.t.davidson7.civ@us.navy.mil. All questions can be sent to the above emails.

Offerors shall complete the line item pricing structure below in addition to any provided quote material in company format. The contract price includes all applicable Federal, state, and local taxes and duties.

Special attention shall be paid to Provision FAR 52.212-2 by the Contractor; in order to be considered Technically Acceptable for award the Offeror must meet all criteria submittals!

This solicitation document and incorporated provisions and clauses are those in effect through federal acquisition circular (FAC) 2023-01, effective 12-30-2022.

Permits and Licenses: Unless otherwise specified in this contract, the contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County, and municipal laws, codes, and regulations in connection with this requirement.

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE	AMOUNT
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BORING MILL UPGRADE
FFP

Boring Mill Upgrade, provision and installation of parts on two (2) ACRA Model TX6111C/3 Horizontal Boring Mills (Serial Nos 490024 and 490017; Asset IDs 4523A19245 and 4523A19583. JML 21583806

See Statement of Work for complete description of service and specifications.

FOB: Destination
PURCHASE REQUEST NUMBER: N4523A22RC06N81
PSC CD: J034

NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE NSP	AMOUNT NSP
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CDRL PACKAGE
FFP
Contract Data Requirement List

INSPECTION RECORDS
AUTHORITY: DI-MISC-80678
EXHIBIT A-SEQUENCE A001 FOR CLIN 0001

OSHA CERTIFICATION REPORT
AUTHORITY: DI-MISC-80678
EXHIBIT A-SEQUENCE A002 FOR CLIN 0001

PROPOSED SPARE PARTS LIST
AUTHORITY: DI-ILSS-80134A
EXHIBIT A-SEQUENCE A003 FOR CLIN 0001

TEST CERTIFICATIONS
AUTHORITY: DI-MISC-80678
EXHIBIT A-SEQUENCE A004 FOR CLIN 0001

TESTING LABORATORY (NRTL) CERTIFICATION
AUTHORITY: DI-MISC-80678 (DD)
EXHIBIT A-SEQUENCE A005 FOR CLIN 0001

VISUAL INSPECTION
AUTHORITY: DI-MISC-81356A
EXHIBIT A-SEQUENCE A006 FOR CLIN 0001

WARRANTY DOCUMENTATION
AUTHORITY: DI-SESS-81639A
EXHIBIT A-SEQUENCE A007 FOR CLIN 0001

CERTIFICATE/DATA REPORT TO BE FORWARDED IN COMPLIANCE W/
EXHIBIT A

FOB: Destination
PURCHASE REQUEST NUMBER: N4523A22RC06N81
PSC CD: J049

NOT SEPRATELY PRICED

NET AMT

Section Descriptions and Specification

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

Service - ACRA Horizontal Boring Mill Repairs

PART 1

GENERAL INFORMATION

1. **GENERAL:** This is a non-personnel services contract to provide repairs, parts and installation on two ACRA Model TX6111C/3 Horizontal Boring Mills (HBM) machines Asset ID # 4523A10245/Serial # 490024 and Asset ID # 4523A19583/Serial # 490017 at Puget Sound Naval Shipyard & IMF (PSNS & IMF), Bremerton WA, Building 431. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform as defined in this PWS except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: The HBMs are in use at PSNS, Shop 31, but do not meet the objectives listed in 1.3.

1.3 Objectives: For each HBM.

- 1.3.1 Replace AC power system
- 1.3.2 Replace Digital Readout (DRO) system
- 1.3.3 Convert spindle to CAT 50
- 1.3.4 Replace and add labels
- 1.3.5 Change operation of spindle stop function
- 1.3.6 Evaluate gearbox for proper alignment and operation
- 1.3.7 Replace tool clamping/unclamping switch
- 1.3.8 Replace control pendant arm and cable
- 1.3.9 Evaluate spindle break operation
- 1.3.10 Obtain new documentation
- 1.3.11 Obtain new retention knobs
- 1.3.12 National Recognized Testing Laboratory (NRTL) certification
- 1.3.13 Level and alignment

1.4 Scope: This Performance Work Statement (PWS) describes the minimum requirements for the repairs on two ACRA HBM machines. Services include all labor, travel, expenses, parts, supplies, filters, greases, tools, equipment, gauges, instrumentation, and safety equipment needed to perform the required work. The contractor shall accomplish:

1.4.1 Replacement of AC power systems by removing existing lubrication units, control voltage transformers, power distribution contactor coils, fuses, induction motors and installing new lubrication units, control voltage transformers, contactor coils, fuses and induction motors.

1.4.2 Replace the DRO systems by removing existing operator stations, scales and interconnect devices and installing new operating stations, scales and interconnect devices.

1.4.3 Convert spindles to CAT 50 by removing existing spindle tool drive keys and installing new spindle tool drive keys.

1.4.4 Remove and replace labels and add labels in accordance with this PWS.

1.4.5 Change operation of spindle stop function to stop movement of spindle and movement of all axis.

1.4.6 Inspect and operate gearbox to ensure proper alignment and operation.

1.4.7 Remove existing clamping/unclamping two position toggle switch with two spring loaded button switches.

1.4.8 Remove existing swing arm and cable for operator control panel and replace with swing arm that is at least 24 inches longer and with a stiffer but not fully rigid cable.

1.4.9 Evaluate spindle breaking mechanism to ensure proper operation.

1.4.10 Provide new electrical schematics, parts lists, inspection report for gearbox condition and NRTL report.

1.4.11 Provide ten (10) retention knobs that properly retain tooling for the CAT 50 spindle keys for each HBM, twenty (20) total.

1.4.12 Provide inspection, report, and labeling of machine that meets NRTL certification.

1.4.13 Provide leveling and alignment of all axes on both machines.

1.5 **Period of Performance:** The period of performance (POP) shall be for **twelve (12) months** from date of award. **Award to be on or around February 15, 2023.** All on-site dates will be determined by the Government POC and the Contractor within the POP window.

1.6 **Quality Control:** N/A

1.6.1 **Quality Assurance:** N/A

1.7 **Recognized Holidays:** The contractor is not required to perform services on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

1.8 **Hours of Operation:** The contractor is responsible for conducting business, between the hours of 0700 to 1600 Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.8.1 **Place of Performance:** The work to be performed under this contract will be performed at Puget Sound Naval Shipyard, Bremerton WA, Building 431, in the Controlled Industrial Area.

1.9 **Security Requirements:** Contractor personnel performing work under this contract must be able to get clearance to access the base and get the necessary badging to enter the Controlled industrial area (CIA). See the BASE ACCESS AND BADGING section in the contract.

1.9.1 **Physical Security:** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.10 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference (via phone/in person) convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.11 Contracting Officer Representative (COR): There is no official COR appointment for this action.

1.12 Government/Technical Points of Contact (GPOC/TPOC): The GPOC/TPOC(s) monitor all technical aspects of the contract and assists in contract administration. The GPOC/TPOC is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel.

The GPOC/TPOC(s) are NOT authorized to change any of the terms and conditions of this contract. **Only a warranted Contracting Officer is authorized to make modifications/changes to the terms and conditions of this contract.** If the Contractor believes any Government personnel has effectively issued a change resulting in a change in effort and price/cost of the contract, the Contractor shall immediately notify the Contracting Officer.

Primary TPOC: Brian Brandt, brian.e.brandt.civ@us.navy.mil, 360-627-4145

1.13 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to execution of this contract.

1.13.1 Identification of Contractor Employees: All contractor personnel working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All contractor personnel on a government installation will be required to obtain and wear badges in the performance of this contract.

1.14 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear NAVSEA Contractor badges in the performance of this service.

1.15 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

**PART 2
DEFINITIONS & ACRONYMS**

2. DEFINITIONS AND ACRONYMS:

2.1. COMMON DEFINITIONS: Per Clause 52.212-4(e), clause 52.202-1 is incorporated by reference to this contract.

**PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide removal and filling of any fluids normal to the use of the equipment from the two ACRA HBMs during the performance of this PWS.

3.2. Facilities: The Government will provide the necessary workspace in Bldg 431 for the contractor's staff in performance of this PWS. The space to be provided for each HBM is 18 feet by 20 feet and includes the HBM.

3.3. Utilities: The Government will provide 120 volt electricity and 90 psi air within 20 feet of the ACRA HBMs for contractor use during performance of this PWS.

3.4. Equipment: The Government will provide ACRA HBM model TX6111C/3, serial number 490024 and ACRA HBM model TX6111C/3, serial number 490017.

3.5. Materials: The Government will provide all fluids normally used in the use of the HBMs.

**PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES**

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. General: The Contractor shall furnish all supplies, equipment, tools, calibrated test and inspection instruments, material and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2. Materials and Information: The Contractor shall provide all material necessary to provide the services described in this PWS that are not listed in Section 3 of this PWS. This includes any new or updated information regarding this project such as new prints and schematics, service and operations manuals, quality control documents and test and inspection results.

4.3. Equipment: The Contractor shall all equipment including tools required to perform the services described in this PWS.

4.4. Warranties: The Contractor performing the services described in this PWS shall provide a one (1) year warranty on all parts and workmanship from time of final acceptance.

**PART 5
SPECIFIC TASKS**

5. SPECIFIC TASKS:

5.1. Basic Services. The contractor shall provide repairs, parts, and installation on two ACRA Model TX6111C/3 Horizontal Boring Mills machines Serial Numbers 490024 and 490017, in accordance with this PWS.

5.1.1 Work described is to be performed on both machines unless otherwise specified.

5.2 AC Power System. The contractor shall replace the AC power systems.

5.2.1 The contractor shall remove the existing lubrication units, control voltage transformers, power distribution contactor coils, fuses, induction motors.

5.2.2 The contractor shall install new lubrication units, control voltage transformers, contactor coils, fuses, transformers and induction motors. All transformers, coils, fuses, transformers and induction motors used shall be UL listed.

5.2.3 Electronics will use 230V 3 phase 60 hertz power and be installed in conformance to OSHA 1910, 29 CFR 1910, NFPA 70 and NFPA 79, NEMA Z535.4 requirements.

5.3 DRO System. The contractor shall replace the DRO systems.

5.3.1 The contractor shall remove existing operator stations, scales and interconnect devices.

5.3.2 The contractor shall install new operating stations, scales and interconnect devices.

5.3.3 The DRO shall be a Fagor or Newall, display a minimum of 4 axes simultaneously, and be UL listed.

5.4 Spindle Drive. The contractor shall convert spindles to CAT 50.

5.4.1 The contractor shall removing existing spindle tool drive keys.

5.4.2 The contractor shall installing new spindle tool drive keys.

5.4.3 The spindle tool drive keys shall conform to CAT 50 standards, use CAT 50 tooling and standard retention knobs.

5.5 Machine Operation Labels. Remove and replace labels and add labels, see Attachment A Picture 1 for label locations. All labels will be in the English language.

5.5.1 The contractor shall remove the exiting "ATTENTIONS" Label, see Attachment A Picture 2.

5.5.2 The contractor shall make and install a new "ATTENTION" Label.

5.5.3 The new "ATTENTION" Label will contain the following text.

Follow these rules to prevent accidents and serious injuries

1. Read and understand the machines operation and safety concerns before operating.
2. Operate or maintain this machine only if you are fully trained and qualified.
3. Read and comply with all warning labels.
4. Know the location of and how to use the "Emergency Stop" button.
5. Keep away from moving parts of the machine when in operation.
6. Do not enter into machine movement paths.

7. Wear appropriate Personal Protection Equipment (PPE) when operating or maintaining.
8. Do not wear gloves while machine is in operation.
9. Ensure tooling and work piece are securely clamped.
10. Ensure machine movement is clear.
11. Ensure machine is off and stopped before performing any maintenance.
12. Do not stand on any moving part of this machine.

5.5.4 On machine Serial Number 490017 the contractor shall remove the label for the facing chuck on/off handle, see Attachment A Picture 3.

5.5.5 The contractor shall make and install, on machine Serial Number 490017, a new label that says "FACING CHUCK" with indicated directions for "ON" and "OFF".

5.5.6 The contractor shall make and install a new labels that says "Z JOG" and indicates (+) direction and (-) direction, see Attachment A Picture 4.

5.5.7 The contractor shall make and install new labels that says "SLIDE OUT – NEG (-)" and "SLIDE IN – POS (+)" with direction indicators, see Attachment A Pictures 5 & 6.

5.5.8 The contractor shall remove the label that says "FORWARD FORD FINE ADJUSTMENT THEN BACK TO ORIGINAL THE ORIGINAL POSITION", see Attachment A Picture 7.

5.5.9 The contractor shall make and install new labels that say "FORWARD FOR FINE ADJUSTMENT THEN BACK TO THE ORGIGINAL POSITION".

5.5.10 The contractor shall remove the existing speed setting labels and replace with new solid labels, see Attachment A Picture 8.

5.5.11 The contractor shall make and install labels for the B-axis and X-axis feed wheels, see Attachment A Picture 9.

5.6 Spindle Stop. The contractor shall change the operation of spindle stop function to stop both the movement of the spindle and the movement of all axes.

5.7 Gearbox. The contractors shall visually inspect the gearbox for wear and operate the gearbox to ensure proper alignment and operation.

5.7.1 The contractor shall provide a report of findings from the inspection including procedures, observations and any recommendations.

5.8 Tool Clamp Switch. The contractor shall replace the tool clamp/unclamp switch.

5.8.1 The contractor shall remove existing clamping/unclamping two-position toggle switch.

5.8.2 The contractor with install two spring loaded button switches one for clamping and one for unclamping the tool.

5.9 Operator Control Panel Support. The contractor shall replace the arm and cable supporting the control panel.

5.9.1 The contractor shall remove the existing swing arm and cable for the operator control panel.

5.9.2 The contractor shall install a new swing arm that is at least 24 inches longer than the old arm.

5.9.3 The contractor shall install a new cable that is stiffer than the old cable but is not fully rigid.

5.10 Spindle Break. The contractor shall inspect the spindle breaking mechanism to ensure proper operation.

5.10.1 The contractor shall provide a report of findings from the inspection including procedures, observations and recommendations.

5.11 Documentation. The contractor shall provide new electrical schematics and parts lists.

5.12 Retention Knobs. The contractor shall provide ten (10) retention knobs that properly retain tooling for the CAT 50 spindle keys for each HBM, twenty (20) total.

5.13 NRTL Certification. The contractor shall provide prove of OSHA Compliance certification by National Recognized Testing Laboratory (NRTL). The equipment installation and its component parts shall be in compliance with 29 CFR 1910, NFPA 70 and NFPA 79. Approval shall be as specified under the “Approval” and “Acceptance” criteria in the OSHA regulations Subpart “O”, Machinery and Machine Guarding paragraph 1910.212 and Subpart “S” Electrical, paragraph 1910.303 and paragraph 1910.399.

5.13.1 The contractor shall have the NRTL certification label installed on each machine.

5.13.2 The contractor shall provide a digital file of the certification inspection results. The digital file will be in pdf format.

5.14 Level and alignment. The contractor shall provide leveling of the machine and alignment of all axes.

5.14.1 The contractor shall provide a report of alignment results.

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. OSHA 1910, 29 CFR 1910, NFPA 70 and NFPA 79, NEMA Z535.4.

PSNS&IMF:

P5100 (14) Visitor and Contractor Handbook

P5090 (4) Contractor’s Guide to Environmental Compliance

P5090 (5) Contractor’s Guide to Hazardous Waste Compliance

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. The contractor shall provide two fully functional ACRA Model TX6111C/3 Horizontal Boring Mills with completed repairs, parts, and installation. See PWS paragraph 5.1.	Repairs, parts, and installation in this PWS.	Zero deviation from standard.	Machinist shall fully inspect each HBM and is fully functional after all repairs report findings to TPOC.
The contractor shall provide ten (10) retention knobs that properly retain tooling for the CAT 50 spindle keys for each HBM (twenty (20) total). See PWS paragraph 5.12.	Retention of CAT 50 tooling.	Zero deviation from standard.	50% Inspection - machinist shall fully inspect for 10 retention knobs; checking tooling retention and report findings to TPOC.

TECHNICAL EXHIBIT 2

Deliverables Schedule

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
The contractor shall provide two fully functional ACRA Model TX6111C/3 Horizontal Boring Mills machines Serial Numbers 490024 and 490017 with completed repairs, parts, and installation, PWS paragraph 5.1.	Once, at end of period of performance of contract.	NA	NA	Brian Brandt, brian.e.brandt.civ@us.navy.mil
The contractor shall provide a report of findings from the inspection including procedures, observations, and recommendations. See PWS paragraph 5.7.1	One (1) for each HBM for a total of two (2) each. 30 days prior to delivery of each repaired HBMs.	One (1)	Electronic PDF	Brian Brandt, brian.e.brandt.civ@us.navy.mil
The contractor shall provide a report of findings from the inspection including procedures, observations and recommendations. See PWS paragraph 5.10.1.	One (1) for each HBM for a total of two (2) each. 30 days prior to delivery of each repaired HBMs.	One (1)	Electronic PDF	Brian Brandt, brian.e.brandt.civ@us.navy.mil
Electrical schematic and parts list. See PWS paragraph 5.11.	Once At end of period of performance	One (1) hardcopies and One	Hardcopy shall be on at least letter sized paper. Digital	Brian Brandt brian.e.brandt.civ@us.navy.mil

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
		(1) digital copy.	copy shall be an electronic PDF.	
The contractor shall provide ten (10) retention knobs that properly retain tooling for the CAT 50 spindle keys for each HBM, twenty (20) total. See PWS paragraph 5.12.	Part of the service	NA	NA	N/A
The contractor shall provide a digital file of the certification inspection results. See PWS paragraph 5.13.2	Once At end of period of performance	One (1) digital copy	The digital file will be in PDF format.	Brian Brandt, brian.e.brandt.civ@us.navy.mil
The contractor shall provide a report of alignment results. See PWS paragraph 5.14.1	Once At end of period of performance	One (1) hardcopies and One (1) digital copy.	Hardcopy shall be on at least letter sized paper. Digital copy shall be a PDF.	Brian Brandt brian.e.brandt.civ@us.navy.mil

Section Inspection and Acceptance

INSPECTION AND ACCEPTANCE

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

Section Deliveries and Performance

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	TBD			
0002	TBD			

Section Contract Administration Data

Section Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Products and Commercial Services (NOV 2021) Alternate I	OCT 2014
52.219-1 (Dev)	Small Business Program Representations (Deviation 2023-O0002)	DEC 2022
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7000	Buy American--Balance Of Payments Program Certificate-- Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018

252.225-7048	Export-Controlled Items	JUN 2013
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7999 (Dev)	Section 3610 Reimbursement. (DEVIATION 2020-O0021)	AUG 2020
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

(End of provision)

The Government intends to award a single purchase order on the basis of the lowest priced, technically acceptable quote meeting or exceeding the acceptability standards for all the below listed technical and past performance factors. Each technical factor below has a submission requirement that must be included with the quote.

Technical Evaluation Factors

Evaluation Criteria	Submission Requirement
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<p>Technical Factor 1- The prospective Offeror must demonstrate specific experience providing electrical and mechanical rebuild and repair of manual machine tools of the complexity similar to or exceeding the scope identified in the statement of work (SOW) through a narrative of one (1) contracts within the last two (2) years.</p> <p>The narrative portion of the Corporate Experience Data Sheet should have sufficient explanation how the referenced contract relates to a Horizontal Boring Mill identified in the attached PWS.</p>	<p>Offerors are required to provide a completed Corporate Experience Data Sheet (Exhibit B) on one (1) of the firm's recently completed contracts (not to exceed two years older than date of solicitation) that demonstrate experience providing electrical and mechanical rebuild and repair of manual machine tools. The narrative portion of the data sheet must be clear, coherent, and prepared in sufficient detail for effective evaluation.</p> <p>Altered or substituted data sheets may not be evaluated.</p>
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Past Performance Evaluation Factor

Evaluation criteria	Submission Requirements
<p>Evidence of successful past performance that demonstrates performance relevant to electrical and mechanical rebuild and repair of manual machine tools as related to Horizontal Boring Mill projects similar to or exceeding the work required in the PWS.</p> <p>Past performance information shall be obtained from established systems such as the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases. Past performance information may also be obtained from other sources available to the Government, such as the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, Fee Determining Officials.</p> <p>NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."</p>	<p>Offerors are not required to submit any additional documentation in support of this evaluation criterion.</p>

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

___ (5) [Reserved]

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

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

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

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

- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post-Award Small Business Program Representation (SEP 2021) (15 U.S.C. 632(a)(2)).**
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).**
- XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).**
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).**
- XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).**
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

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

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

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

XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

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

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Priced** contract resulting from this solicitation.

(End of provision)

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

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

<https://www.acquisition.gov/>
<https://www.acq.osd.mil/DPAP/dars/dfarspgi/current/index.html>
<https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>
<https://www.acq.osd.mil/DPAP/dars/dfarspgi/current/index.html>
<https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(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.

INVOICE 2N1 (D/D)

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

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

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

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

[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	N68732
Issue By DoDAAC	N4523A
Admin DoDAAC**	N4523A
Inspect By DoDAAC	N4523A
Ship To Code	N4523A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N4523A
Service Acceptor (DoDAAC)	N4523A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N4523A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

PSNSASKAccountsPayable@navy.mil

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

(End of clause)

ADDITIONAL WAWF INSTRUCTIONS

To ensure prompt payment and accountability the Contractor shall input the following Agency Accounting ID (AAI) in the Line Item Information section on all WAWF Receiving Reports and Invoices:

AAI - 056521

Ensure the routing table contained in Clause 252.232-7006 is followed exactly when submitting invoices. Specifically, the WAWF System will allow the submittal of invoices without mandatory completion of the “Inspect By” DODAAC. **Failure to follow the routing table and insert the correct “Inspect By” DODAAC may result in immediate rejection of invoice** and require resubmittal without any accrual of interest.

Additional WAWF email notifications:

When submitting an invoice into the WAWF system, **the Contractor shall enter the email addresses identified below** in the “Send Additional Email Notifications” field.

Melissa Ayers melissa.r.ayers3.civ@us.navy.mil
Chris Davidson christopher.t.davidson7.civ@us.navy.mil
Brian Brandt brian.e.brandt.civ@us.navy.mil

INVOICING

Excerpt from clause 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services
Invoicing instructions

(g) Invoice.

(1) **The Contractor shall submit an original invoice...**to the address designated in the contract to receive invoices.

An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

LIST OF ATTACHMENTS

Attachment/Exhibit	Title	Pages	Date
Attachment A	DISTRO A Photos	3	N/A
Exhibit A	CDRL Package	7	N/A
Exhibit B	Corporate Experience Data Sheet (FILL IN and RETURN)	1	N/A

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5525
Daniel W. Simms Division of | Revision No.: 21
Director Wage Determinations| Date of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or |Executive Order 14026 generally applies to |
after January 30, 2022, or the	the contract.
contract is renewed or extended (e.g.,	The contractor must pay all covered workers
an option is exercised) on or after	at least \$16.20 per hour (or the applicable
January 30, 2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

If the contract was awarded on or |Executive Order 13658 generally applies to |
between January 1, 2015 and January 29,	the contract.
2022, and the contract is not renewed	The contractor must pay all covered workers
or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Washington
Area: Washington County of Kitsap

BASE ACCESS AND BADGING

PSNS & IMF CONTRACTOR BADGING & ACCESS REQUIREMENTS

NAVAL BASE KITSAP (NBK) and/or PSNS & IMF CONTROLLED INDUSTRIAL AREA (CIA) ACCESS:

- 1.1. Contractor personnel shall comply with all current badging and security procedure requirements for gaining access to Department of Defense (DoD) Installations/Government Sites. Access to Navy Installations or Sites may only be gained by obtaining a badge (either permanent or temporary) from the Visitor Control Center (VCC) in Building 981 (Pass & ID).

It is the contractor's responsibility to check for, and obtain changes and updated information from the VCC on a continual basis.

1.2. The following Identification Cards (ID) are authorized by Naval Base Kitsap and Naval Station Everett to be used by visitors 12 years old or greater, while being escorted by a Civil Servant or Military member holding a current CAC Card, effective 2 February 2016:

- Drivers licenses from states other than Washington, Illinois, Minnesota, Missouri and New Mexico (unless WA, IL, MN, MO and NM licenses are the "Enhanced" version)
- U.S. passport
- U.S. passport card
- DHS trusted traveler cards (Global Entry, NEXUS, SENTRI, FAST)
- Permanent resident card
- Border crossing card
- DHS-designated enhanced driver's license
- Federally recognized, tribal-issued photo ID
- HSPD-12 PIV card
- Foreign government-issued passport
- Canadian provincial driver's license or Indian and Northern Affairs-Canada card
- Transportation Worker Identification Credential (TWIC)

1.2.1. Contractor employees are required to have an individual identification badge as well as one (1) of the four (4) credentials listed below in their possession to gain access to job sites:

1.2.1.1. Common Access Card (CAC):

1.2.1.1.1. Contractors who have a need to access a government computer system may be eligible for a contractor CAC; most contractors are not eligible for a CAC. Contact the Contracting Officer's Representative (COR) or Contracting Officer's Security Officer for assistance as needed.

1.2.1.2. Single Day Pass:

1.2.1.2.1. Visiting vendors/contractors requiring infrequent access may obtain daily passes directly from the individual Navy Installation by submitting identification credentials for verification and undergoing a criminal screening/background check. A new pass is required to gain access each day. Passes are issued by Naval Base Kitsap (NBK). The Federal Bureau of Investigation's (FBI) National Crime Information Center (NCIC) criminal database and FBI Terrorist Watch List will be checked daily prior to entry. In addition, NBK must check the Navy's Consolidated Law Enforcement Operations Center (CLEOC) database to ensure an unescorted visitor has no objectionable criminal record, is not on the Terrorist Watch List and has not been previously debarred from entry onto any Navy Installation.

1.2.1.3. Defense Biometric Identification System (DBIDS) Program: Commander, Navy Installations Command (CNIC) has established the Defense Biometric Identification System (DBIDS) for access control to CNIC Installations via Entry Control Points (ECP). DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from

the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential.

- 1.2.1.3.1. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.
- 1.2.1.3.2. Access to Installation. All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS). The Contractor shall provide the Contracting Officer with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Contact the Contracting Officer's Representative (COR) or Contracting Officer's Security Officer for assistance as needed. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.
- 1.2.1.3.3. DBIDS Credentials. Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at:
<https://www.cnmc.navy.mil/om/dbids.html>.
- 1.2.1.3.4. The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.
- 1.2.1.3.5. The Contractor shall immediately collect employee DBIDS credentials and notify the Contracting Officer in writing:
 - 1.2.1.3.5.1. That an employee has departed the company without having properly returned or surrendered their DBIDS credentials.
 - 1.2.1.3.5.2. That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
- 1.2.1.3.6. DBIDS Paper Passes. In the event that a visitor, vendor, or Contractor employee elects not to participate in DBIDS, the individual will be issued DBIDS paper pass from the Base Pass and Identification Office in order to access to the installation. The time standard for the validity of a pass to access an installation will be not more than thirty (30) days and may be further restricted

based on local policy or by Federal, DOD, Navy, and CNIC guidance. The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process.

1.2.1.4. Transportation Workers Identification Credential (TWIC):

1.2.1.4.1. Trucking and Longshoremen industry, to include Military Sealift Command (MSC) personnel are authorized to use this credential for unescorted access so long as the holder also has in his/her possession an original Bill Of Lading indicating that the delivery of goods is within the perimeter of the host installation, or in the case of MSC personnel, the holder has in his/her possession, a current Merchant Mariner identification card.

1.3. For contractor individuals that require higher level access requirements such as Nuclear Work Areas (NWA), Controlled Nuclear Information Areas (CNIA) areas or access to the Main Machinery Rooms of nuclear propelled ships or submarines, the Contractor's Facility Security Officer (FSO) shall; (1) submit each individual's information into the Defense Information System for Security (DISS) Visit Request program with Security Management Office (SMO) number 002515, and (2) Submit a completed DD254 (ensuring that block 10b is checked), and that the Naval Nuclear Propulsion Information (NNPI) security clause is listed in either the Security Section of the Statement of Work (SOW) or in the list of effective clauses for review by the Industrial Security Office. Additionally, a separate Visit Request List Form (PSNS&IMF Form 5512) must be submitted to the Contracting Officer's Security Officer.

1.4. The contractor shall prepare a Visit Request List Form with Cover Letter on Company Letterhead for all prime contractor and subcontractor personnel required to access Navy Vessels in the CIA. The visit request will be submitted via email to the Contracting Officer's Security Officer at christina.tobin@navy.mil. The cover letter will be a formal request for badging and access during the contract or delivery period of performance. The letter shall include (1) the purpose of access, (2) dates of validity (period of performance), (3) contract number, and (4) name of subcontractors to be employed. The cover letter shall be signed by the Prime Contractors Facility Security Officer (FSO), and shall be received by the Contracting Officer's Security Officer NO LESS THAN FIVE (5) FULL WORKING DAYS PRIOR TO THE REQUESTED START DATE (8-10 calendar days prior is recommended). If red badges are required (for contractor personnel to access Restricted Data/Naval Nuclear Propulsion Information-NNPI) there are additional screening and higher level approval requirements, which could take considerably longer. Therefore, personnel identified in the Visit Request List must have a valid requirement to gain access to Restricted Data/NNPI. The prime contractor shall bear full responsibility for the accuracy of the Cover Letter and Visit Request List. Note: Submitting a cover letter and/or list with incomplete information, errors or a blanket list of all company personnel (especially for all red badges) can significantly delay processing requests and result in not being authorized access in time to begin the period of performance. With good cause, as determined by the Contracting Officer or appropriate Security Personnel, access requests may be refused or amended at any time. Updates to the Visit Request List shall be made on an as needed basis. The C400 security office may be contacted at (360) 979-3825 for questions regarding visit request processing.

1.5. The Visit Request List will be organized ALPHABETICALLY BY LAST NAME and contain the following information in column form (a spreadsheet template can be obtained by contacting the Contracting Officer's Security Officer or COR).

- NAME (LAST, FIRST, MI)
- DOB (Date of Birth)

- POB (City & State)
- SSN (Social Security Number)
- CITIZENSHIP (Country)
- PROFESSION/TRADE

- 1.6. Contractor employees must be U.S. citizens to access PSNS & IMF owned or controlled spaces unescorted, to include ship's engineering spaces. Foreign Nationals will be issued "Escort Required" white badges only. Additionally, an approved special security plan indicating the proposed visit locations and route to and from the location must be utilized. This requirement adds 3 working days to the visit request process. U.S. citizens working for Foreign Owned or Controlled Companies requiring access, unless they fall under a Defense Security Service (DSS) security clearance, will be issued Green badges only suitable for general CIA access. Access by U.S. citizens working for Foreign Owned or Controlled Companies into more stringently controlled areas such as Nuclear Work Areas (NWA) require a security plan and escorts. Ensure personnel employed by Foreign Owned or Controlled Companies are clearly identified in Visit Request documents and in communications with the Contracting Officer's Security Officer. Security Clearance information, including confirmation of required red badges, shall be submitted to the Contracting Officer's Security Officer.
- 1.7. Badges will be picked up at the Naval Base Kitsap Visitor Control Center (VCC) in Building 981. Each Contractor employee is REQUIRED to present proof of citizenship for on-site verification (not retention) at the VCC prior to obtaining a badge. This is a requirement for access into the CIA at PSNS&IMF, Bremerton, WA. All contractor employees requesting access shall be U.S. citizens. Acceptable proof of citizenship includes Original Birth Certificate (not a copy) or Current U.S. Passport.
- 1.8. Lack of a proper ID badge will result in denial of access to the Naval Installation, facility and/or the ship, resulting in a delay at the Contractor's expense. If Contractor employees are providing a document with no photo, they shall also be required to present a current authorized official issue photo ID listed in paragraph 1.2 above.
- 1.9. Badges must be displayed on the outermost garment above the waist at all times. The only exception would be while the contractor personnel are engaged in work which could cause a safety hazard if the badge were worn while performing the work.
- 1.10. Contractor personnel are authorized to retain temporary badges until the badge expiration date or termination of employment. Upon badge expiration date, termination of employment, or completion of contract, the Contractor is required to immediately notify the Contracting Officer's Security Officer and return all badges.
- 1.11. Lost or misplaced badges shall be reported immediately to the Contracting Officer's Security Officer and COR. If after hours, report lost or misplaced badges immediately to the Navy Emergency Services Command (NESCOM) at 360-476-3393.
- 1.12. Immediately notify the Contracting Officer's Security Officer and the COR of any access problems or security concerns.
- 1.13. Vehicles Access to the PSNS & IMF CIA:
 - 1.13.1. To grant Contractor Vehicle Access to the PSNS & IMF CIA, a list of vehicles, drivers, a copy of each vehicle registration and a justification for access shall be submitted for processing via PSNS & IMF Form 5530/25. Only company owned vehicles with the company name displayed on the vehicle's exterior are allowed. Contractors are required to stop at PSNS & IMF Pass & ID Office with proof of valid, current Driver's License, vehicle registration and proof of insurance, prior to receiving access.

- 1.14. Computers in the PSNS & IMF CIA:
 - 1.14.1. Contractor owned computers must be inspected by Code 109 prior to bringing them into the CIA and shall have a PSNS&IMF AIS Security Survey for Visitor Computer Equipment Form PSNS&IMF 5239/49 (Rev. 8-07), approved by Code 109, on site at all times.

- 1.15. Contractor Employees shall adhere to PSNS&IMF NOTICE 5239.6 PORTABLE ELECTRONIC DEVICE (PED) GUIDANCE.
 - 1.15.1. Lap-top Computers and/or cell phones equipped with cameras are **STRICTLY PROHIBITED** inside all PSNS & IMF owned or controlled spaces or property (the CIA, DMF & YOKO Enclaves, etc.) and are subject to seizure by Installation Police and Shipyard Security Personnel.
 - 1.15.2. **ALL** portable electronic devices are **STRICTLY PROHIBITED** onboard submarines (e.g. phones, mp3 devices, computing devices, recording equipment, removable storage media, etc.).