

**MILITARY SEALIFT COMMAND
N10 - CONTRACTS AND BUSINESS MANAGEMENT DIRECTORATE**

COMBINED SYNOPSIS/SOLICITATION TEMPLATE

Military Sealift Command Combined Synopsis and Solicitation Notice Information

1. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, 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.
2. Solicitation number is N3220523Q0023 and is being issued as a Request for Quotes (RFQ).
3. The solicitation document and incorporated provisions and clauses are those in effect through:
 - a. Federal Acquisition Circular (FAC) 2023-01.
 - b. located on <https://www.acquisition.gov/browse/index/far>
 - c. DFARS Publication Notice [20221219, effective 12/19/2022](https://www.acq.osd.mil/dpap/dars/dfarspgi/current/) located at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
4. The associated North American Industry Classification System (NAICS) code is 339991 and the associated Product Service Code (PSC)/Federal Supply Code (FSC) is 5330 for this procurement: **NOTE:** A Class Waiver is not applicable to a procurement unless the NAICS code, PSC/FSC, and NAICS Code Descriptor currently in effect, match the item(s) being procured.

is not being set-aside for small businesses.

is being set-aside for . The small business size standard is.

5. The table below lists the Contract Line Item Number(s) (CLIN(s)) and items, quantities and units of measure, inclusive of any applicable options:

SUPPLIES EXAMPLE			
CLIN	DESCRIPTION	QUANTITY	UNIT OF MEASURE
0001	Seals/N18297-A75-09	2	EA
	Wood Packaging / DOD unique identification / Shipping	Not separately priced	

6. It is anticipated one firm-fixed price purchase order will be issued in response to this RFQ. No commercial financing.
7. The required delivery is FOB Destination and acceptance date is 02/10/2023. Delivery and acceptance will occur at 1968 GILBERT STREET, NORFOLK VIRGINIA 23511- (757) 897-2538
8. The provision at FAR [52.212-1](#), Instructions to Offerors – Commercial applies to this acquisition and is incorporated by reference. The provision is amended as follows:

52.212-1 (ADDENDUM) ADDITIONAL INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

- a. Any inconsistency between FAR Provision 52.212-1 and the Addendum to FAR 52.212-1 shall be solved by giving precedence to the Addendum to FAR 52.212-1.

b. After receipt of quotes the Government may, with or without notice, negotiate with and, if desired, seek quote revisions from as many or as few quoters as it, in its discretion, deems appropriate.

c. The term “offeror” or “offer” as used in FAR 52.212-1 shall be understood to mean “quoter” and “quote,” respectively. Further, the term “award” shall be understood to describe the Government’s issuance of an order.

d. The Government will consider all quotes that are timely received and may consider late quotes in accordance with 52.212-1. Failure of a quote to address any items listed in the attached submission package may make a quote unacceptable.

e. Paragraph (b) of FAR Provision 52.212-1, Submission of Offers, is amended as follows:

In addition to the quote submission requirements stated in FAR provision 52.212-1, quoters shall provide the following, as part of the quote submission package, no later than the required time and date for quote submission:

Responsible sources shall provide the following:

1. Price quote which identifies the requested item(s), unit price inclusive of shipping (if any), and extended price
2. Total Firm Fixed price
3. Any Discount Terms
4. Estimated time of delivery
5. Technical Submission Requirements
 - a. For Parts/Supply buy, the quote shall contain a description including part number and title for each item listed in the solicitation to allow the Government to verify that the quoted parts match the requirements listed in the requirements schedule.
 - b. For a Services buy, the quote shall contain all pre-award submission/certification requirements as defined in the statement of work (SOW).
6. Indicate principal place of performance and country of product origin.
7. Responses to the solicitation are due 24 January 2023. Quotes may be e-mailed to James.Parker5@navy.mil. To be considered timely, an E-mail quote must be received in its entirety in the designated E-mail inbox by the due date and time for quote submission. Quotes received after that time will be considered at the Government’s sole discretion. Please reference the solicitation number on your quote.
- 8.

DOD Class Deviation 2023-O0001. A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- (A) Small business;
- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

Primary Point of Contact: James Parker 757-341-5657

Secondary Point of Contact: Ed Ruhling 757-443-0733

9. Provision [52.212-2](#) Evaluation—Commercial Items applies to this acquisition.

(a) The Government may issue a purchase order resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quote:

- (i) technical capability of the item quoted to meet the Government requirement;
- (ii) price;
- (iii) past performance, (optional for FAR 13/13.5)

Award shall be made to the lowest priced technically acceptable quoter.

To be considered a technically acceptable solution for a parts procurement, the quoted parts shall meet the solicitation requirements including required parts, delivery dates, and terms and conditions stated in the solicitation. To be considered a technically acceptable solution for a service, the quoted service shall meet the solicitation requirements including terms and conditions stated in the solicitation. The quote shall state that all aspects of the technical requirement, including required delivery date and part numbers, can be met.

The Government will evaluate quoted pricing for reasonableness utilizing techniques described in FAR 13.106-3.

(c) To consummate a binding contract between the parties, the successful quoter shall accept the purchase order in writing (see FAR 2.101).

(End of Provision)

10. Provision FAR 52.212-3, Offeror Representations and Certifications – Commercial Items applies to this acquisition. Complete and return with quote if required

52.212-3 -- Offeror Representations and Certifications -- Commercial Items ([DEVIATION 2023-O0002](#)) (Dec 2022) with Alternate I (Oct2014)



11. Clause 52.212-4 Contract Terms and Conditions – Commercial items, applies to this acquisition.

Quotes submitted in response to this solicitation shall not contain nor be subject to the vendor's standard commercial terms and conditions. Any quote submitted in response to this solicitation, which includes the vendor's standard commercial terms and conditions may be considered a material defect and may be rejected as being non-responsive to the solicitation.

12. Clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Dec 2022), applies to this acquisition along with the following FAR Clauses cited in the clause are applicable.

(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:

[Contracting Officer check as appropriate.]

- (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. 4655](#)).
- (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.)
- (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).
- (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 (OCT 2022) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (13) [Reserved]
- (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 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([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 (OCT 2022) ([15 U.S.C. 637s](#)).
- (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 (OCT 2022) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([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 (OCT 2022) ([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 (OCT 2022) ([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. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (SEP 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](#).
- (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).
- (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 (MAY 2022) (Executive Order 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 (Jun2014) 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](#).
- ___ (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 (Jun2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
- ___ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- ___ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- ___ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([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. Subtitle A, Part V, Subpart G 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 (Nov2007) ([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. 3805](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (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:

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial 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 2022) ([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 2015) (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 (MAR 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 (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(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. Subtitle A, Part V, Subpart G 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)

13. The following additional information is applicable to this acquisition:

Number	Title	Clause/provision
52.203-3	Gratuities	C
52.204-7	System for Award Management	P
52.204-13	System for Award Management Maintenance	C
52.204-16	Commercial and Government Entity Code Reporting	P
52.204-18	Commercial and Government Entity Code Maintenance	C
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	C
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	P

Number	Title	Clause/ provision
	<p><i>The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.</i></p> <p>(a) <i>Definitions.</i> As used in this provision— <i>Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component</i> have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>(b) <i>Prohibition.</i> (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(c) <i>Procedures.</i> The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".</p> <p>(d) <i>Representation. The Offeror represents that—</i> (1) It <input type="checkbox"/> will, <input type="checkbox"/> will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It <input type="checkbox"/> does, <input type="checkbox"/> does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.</p> <p>(e) <i>Disclosures.</i> (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment— (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (ii) For covered services— (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment—</p>	

Number	Title	Clause/ provision
	<p>(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);</p> <p>(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and</p> <p>(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.</p> <p>(ii) For covered services—</p> <p>(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or</p> <p>(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.</p> <p>(End of provision)</p>	
52.209-7	<p>Information Regarding Responsibility Matters (Oct 2018)</p> <p>(a) <i>Definitions.</i> As used in this provision—</p> <p>“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.</p> <p>“Federal contracts and grants with total value greater than \$10,000,000” means—</p> <p>(1) The total value of all current, active contracts and grants, including all priced options; and</p> <p>(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).</p> <p>“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).</p> <p>(b) The offeror <input type="checkbox"/> has <input type="checkbox"/> does not have current active Federal contracts and grants with total value greater than \$10,000,000.</p> <p>(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:</p> <p>(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:</p> <p>(i) In a criminal proceeding, a conviction.</p> <p>(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.</p> <p>(iii) In an administrative proceeding, a finding of fault and liability that results in—</p> <p>(A) The payment of a monetary fine or penalty of \$5,000 or more; or</p> <p>(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.</p> <p>(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.</p> <p>(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.</p> <p>(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).</p> <p>(End of provision)</p>	P
52.209-12	<p>Certification Regarding Tax Matters (Oct 2020)</p> <p>(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.</p> <p>(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it</p> <p>(1) Has <input type="checkbox"/> filed all Federal tax returns required during the three years preceding the certification;</p> <p>(2) Has not <input type="checkbox"/> been convicted of a criminal offense under the Internal Revenue Code of 1986; and</p> <p>(3) Has not <input type="checkbox"/> more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.</p> <p>(End of provision)</p>	P
52.217-6	<p>Option for Increased Quantity (Mar 1989)</p> <p>The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within <i>[insert in the clause the period of</i></p>	C

Number	Title	Clause/ provision
	<i>time in which the Contracting Officer has to exercise the option</i>]. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree. (End of Clause)	
52.217-8	Option to Extend Services (Nov 1999) The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _____ [<i>insert the period of time within which the Contracting Officer may exercise the option</i>]. (End of Clause)	C
52.217-9	Option to Extend the Term of the Contract (Mar 2000) (a) The Government may extend the term of this contract by written notice to the Contractor within _____ [<i>insert the period of time within which the Contracting Officer may exercise the option</i>]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ___ days [<i>60 days unless a different number of days is inserted</i>] before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months)(years). (End of Clause)	C
52.219-8	Utilization of Small Business Concerns (DEVIATION 2023-O0002)	C
52.219-14	Limitations on Subcontracting (Sep 2021) (Deviation 2021-O0008)	C
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	P
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States	C
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020) (a) <i>Definitions.</i> As used in this provision— <i>Foreign person</i> means any person other than a United States person. <i>Specified Federal procurement payment</i> means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area. <i>United States person</i> as defined in 26 U.S.C. 7701(a)(30) means (1) A citizen or resident of the United States; (2) A domestic partnership; (3) A domestic corporation; (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and (5) Any trust if— (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and (ii) One or more United States persons have the authority to control all substantial decisions of the trust. (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7. (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14 . Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS. (d) For purposes of withholding under 26 U.S.C. 5000C , the Offeror represents that (1) It [] is [] is not a foreign person; and (2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [] a full exemption, or [] partial or no exemption [Offeror shall select one] from the excise tax. (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then— (1) The clause at FAR 52.229-12 , Tax on Certain Foreign Procurements, will be included in any resulting contract; and (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment. (f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12 , Tax on Certain Foreign Procurements, in any resulting contract. (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official	P

Number	Title	Clause/ provision
	interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions . (End of provision)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	C
52.245-1	Government Property	C
52.245-9	Use and Charges	C
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	C
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	C
252.203-7003	Agency Office of The Inspector General	C
252.203-7005	Representation Relating to Compensation of Former DOD Officials	P
252.204-7004	Antiterrorism Awareness Training for Contractors	C
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	P
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	C
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	C
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	C
252.204-7017	<p>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (May 2021)</p> <p><i>The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”</i></p> <p>(a) <i>Definitions.</i> “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.</p> <p>(b) <i>Prohibition.</i> Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p> <p>(c) <i>Procedures.</i> The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.</p> <p>(d) <i>Representation.</i> If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:</p> <p>The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.</p> <p>(e) <i>Disclosures.</i> If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:</p> <p>(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).</p> <p>(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.</p> <p>(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).</p> <p>(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).</p> <p>(End of provision)</p>	P
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	C
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	P
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	C
252.204-7021	Cybersecurity Maturity Model Certification Requirements	C
252.204-7023	Reporting Requirements for Contracted Services	C
252.204-7023	Reporting Requirements for Contracted Services Alternate 1	C
252.205-7000	Provision of Information to Cooperative Agreement Holders	C

Number	Title	Clause/ provision																																
252.209-7010	<p>Critical Safety Items (Aug 2011)</p> <p>(a) <i>Definitions.</i></p> <p>“Aviation critical safety item” means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause—</p> <ul style="list-style-type: none"> (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system; (ii) An unacceptable risk of personal injury or loss of life; or (iii) An uncommanded engine shutdown that jeopardizes safety. <p>“Design control activity” means—</p> <ul style="list-style-type: none"> (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used. <p>“Ship critical safety item” means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause—</p> <ul style="list-style-type: none"> (i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or (ii) An unacceptable risk of personal injury or loss of life. <p>(b) <i>Identification of critical safety items.</i> One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:</p> <table border="1" data-bbox="381 747 1419 1377"> <thead> <tr> <th colspan="2" data-bbox="381 747 1419 779" style="text-align: center;">MSC CRITICAL SHIP SYSTEM AND EQUIPMENT</th> </tr> </thead> <tbody> <tr><td data-bbox="381 779 451 810">1</td><td data-bbox="451 779 1419 810">Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.</td></tr> <tr><td data-bbox="381 810 451 842">2</td><td data-bbox="451 810 1419 842">Ship Service Diesel Engines/Ships Service Turbine Generators.</td></tr> <tr><td data-bbox="381 842 451 873">3</td><td data-bbox="451 842 1419 873">High Pressure/Low Pressure Propulsion Turbines.</td></tr> <tr><td data-bbox="381 873 451 905">4</td><td data-bbox="451 873 1419 905">Emergency Diesel Generators.</td></tr> <tr><td data-bbox="381 905 451 936">5</td><td data-bbox="451 905 1419 936">Propulsion/Machinery Control Systems.</td></tr> <tr><td data-bbox="381 936 451 968">6</td><td data-bbox="451 936 1419 968">Main Propulsion and Turbine Generator Reduction Gears.</td></tr> <tr><td data-bbox="381 968 451 999">7</td><td data-bbox="451 968 1419 999">Propulsion Shafting, Bearings, and Couplings.</td></tr> <tr><td data-bbox="381 999 451 1031">8</td><td data-bbox="451 999 1419 1031">Controllable Pitch Propeller Systems.</td></tr> <tr><td data-bbox="381 1031 451 1062">9</td><td data-bbox="451 1031 1419 1062">Stern Tube Seal Systems.</td></tr> <tr><td data-bbox="381 1062 451 1094">10</td><td data-bbox="451 1062 1419 1094">Steering Gear Control Systems (not hydraulics).</td></tr> <tr><td data-bbox="381 1094 451 1125">11</td><td data-bbox="451 1094 1419 1125">Electronic Chart Display Information System.</td></tr> <tr><td data-bbox="381 1125 451 1157">12</td><td data-bbox="451 1125 1419 1157">Dynamic Positioning (DP2) System.</td></tr> <tr><td data-bbox="381 1157 451 1251">13</td><td data-bbox="451 1157 1419 1251">Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping “Recognized External Specialist” documentation shall suffice for Fire Extinguishing System qualified service providers).</td></tr> <tr><td data-bbox="381 1251 451 1283">14</td><td data-bbox="451 1251 1419 1283">Oily Water Separator/Oil Content Monitors.</td></tr> <tr><td data-bbox="381 1283 451 1377">15</td><td data-bbox="451 1283 1419 1377">Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components)</td></tr> </tbody> </table> <p>(c) <i>Heightened quality assurance surveillance.</i> Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.</p> <p style="text-align: center;">(End of clause)</p>	MSC CRITICAL SHIP SYSTEM AND EQUIPMENT		1	Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.	2	Ship Service Diesel Engines/Ships Service Turbine Generators.	3	High Pressure/Low Pressure Propulsion Turbines.	4	Emergency Diesel Generators.	5	Propulsion/Machinery Control Systems.	6	Main Propulsion and Turbine Generator Reduction Gears.	7	Propulsion Shafting, Bearings, and Couplings.	8	Controllable Pitch Propeller Systems.	9	Stern Tube Seal Systems.	10	Steering Gear Control Systems (not hydraulics).	11	Electronic Chart Display Information System.	12	Dynamic Positioning (DP2) System.	13	Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping “Recognized External Specialist” documentation shall suffice for Fire Extinguishing System qualified service providers).	14	Oily Water Separator/Oil Content Monitors.	15	Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components)	C
MSC CRITICAL SHIP SYSTEM AND EQUIPMENT																																		
1	Main Propulsion Diesel Engines/Main Propulsion Motors/Gas Turbine Engines.																																	
2	Ship Service Diesel Engines/Ships Service Turbine Generators.																																	
3	High Pressure/Low Pressure Propulsion Turbines.																																	
4	Emergency Diesel Generators.																																	
5	Propulsion/Machinery Control Systems.																																	
6	Main Propulsion and Turbine Generator Reduction Gears.																																	
7	Propulsion Shafting, Bearings, and Couplings.																																	
8	Controllable Pitch Propeller Systems.																																	
9	Stern Tube Seal Systems.																																	
10	Steering Gear Control Systems (not hydraulics).																																	
11	Electronic Chart Display Information System.																																	
12	Dynamic Positioning (DP2) System.																																	
13	Fixed Fire Extinguishing Systems/Fire Detection Systems (Note: American Bureau of Shipping “Recognized External Specialist” documentation shall suffice for Fire Extinguishing System qualified service providers).																																	
14	Oily Water Separator/Oil Content Monitors.																																	
15	Mission Equipment (Vehicle Ramps; Cargo Cranes; Cargo Hold Water Tight Doors and Ramps) (structural, electronics and hydraulic control systems; not hydraulic components and hoses, and other common components)																																	
252.211-7003	Item Identification and Validation	C																																
252.211-7007	Reporting of Government-Furnished Property	C																																
252.211-7008	Use of Government-Assigned Serial Numbers	C																																
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations.	P																																
252.215-7007	Notice of Intent to Resolicit	P																																
252.215-7008	Only One Offer	P																																
252.219-7000	Advancing Small Business Growth	P																																
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	C																																
252.219-7003	Small Business Subcontracting Plan (DOD Contracts) ALTERNATE I	C																																
252.219-7004	Small Business Subcontracting Plan (Test Program)	C																																
252.223-7008	Prohibition of Hexavalent Chromium	C																																
252.223-7997	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid —Representation (Deviation 2022-O0010)	P																																

Number	Title	Clause/ provision
252.223-7998	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (Deviation 2022-O0010)	C
252.223-7999	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	C
252.225-7001	Buy American and Balance of Payments Program	C
252.225-7008	Restriction on Acquisition of Specialty Metals	C
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	C
252.225-7010	Commercial Derivative Military Articles—Specialty Metals Compliance Certificate	P
252.225-7012	Preference for Certain Domestic Commodities	C
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools	C
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	C
252.225-7017	Photovoltaic Devices	C
252.225-7018	Photovoltaic Devices—Certificate	P
252.225-7021	Trade Agreements	C
252.225-7036	Buy American—Free Trade Agreements—Balance of Payment Program	C
252.225-7037	Evaluation of Offers for Air Circuit Breakers	P
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	C
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	C
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	C
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	C
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	P
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	C
252.225-7968	Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (DEVIATION 2022-O0008)	C
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020-O0015)	C
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems – Representation (Deviation 2020-O0015)	P
252.225-7975	Additional Access to Contractor and Subcontractor Records (DEVIATION 2020-O0022)	C
252.225-7976	Contractor Personnel Performing in Japan (Deviation 2018-O0019)	C
252.225-7977	Acquisition Restricted to Products or services from the African Host Nation – Djibouti (Deviation 2017-O0009)	C
252.225-7980	Contractor Personnel Performing in the United states Africa Command Area of Responsibility (Deviation 2016-O0008)	C
252.225-7985	Preference for Products or Services from the African Host Nation – Djibouti (Deviation 2017-O0009)	P
252.225-7986	Requirement for Products or Services from the African Host Nation-Djibouti (Deviation 2017-O0009)	C
252.225-7987	Requirements for Contractor Personnel Performing in USSOUTHCOM Area of Responsibility (Deviation 2021-O0004)	C
252.225-7993	Prohibition on Providing Funds to the Enemy (Deviation 2020-O0022)	C
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004)	C
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	C
252.227-7013	Rights in Technical Data—Noncommercial Items	C
252.227-7015	Technical Data—Commercial Items	C
252.227-7037	Validation of Restrictive Markings on Technical Data	C
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	C
252.232-7006	Wide Area Work Flow Payment Instructions	C
252.232-7010	Levies on Contract Payments	C
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration	C
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	C

Number	Title	Clause/ provision
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation (DEVIATION 2021-O0003)	P
252.243-7002	Requests for Equitable Adjustment	C
252.244-7000	Subcontracts for Commercial Items	C
252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property	C
252.245-7002	Reporting Loss of Government Property	C
252.245-7003	Contractor Property Management System Administration	C
252.245-7004	Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	C
252.246-7003	Notification of Potential Safety Issues	C
252.246-7008	Sources of Electronic Parts	C
252.247-7023	Transportation of Supplies by Sea	C
252.247-7023	Transportation of Supplies by Sea Alternate I	C
252.247-7023	Transportation of Supplies by Sea Alternate II	C
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	C

MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS

The information contained in this instruction is supplemental to DFARS 252.232-7006.

The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, “Leave Blank.”

In some situations, the WAWF system will pre-populate the “Pay DoDAAC,” “Admin By DoDAAC” and “Issue By DoDAAC.” The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the “Inspection” and “Acceptance” defaults of “destination” for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the “Send More Email Notifications” link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact’s (TPOC) or Contracting Officer’s Representative’s (COR) email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

(End of instructions)

CAUTION - BRAND NAME ONLY

By accepting this purchase order, the Vendor expressly understands and acknowledges that this purchase order is only for the brand name items and parts identified in this purchase order and that the brand name items and parts constitute a material term of this purchase order. The Vendor shall not tender for delivery any substitute and/or alleged equal item or part. The Vendor is hereby warned that any substitute and/or alleged equal item or part tendered for delivery will be rejected by the Government as a non-conforming item and will provide a basis to cancel the purchase order or terminate the purchase order for cause. The Vendor shall be responsible for all costs, such as but not limited to shipping, delivery, repackaging, etc., and arrangements for the return of any non-conforming item.

(End of instructions)

WOOD PACKAGING MATERIAL (WPM) - ADDITIONAL DELIVERY INSTRUCTIONS

In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved "DUNNAGE" stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

(End of instructions)

MSC DELIVERY INSTRUCTIONS – NORFOLK

Contractor shall clearly mark each package for shipment with the following information:

Mark for: USNS MEDGAR EVERS (T-AKE 13)

REQN NR: 1301054635

FOB Destination material requires 48-hour advance notification

to mailto:MSC_N48_Transportation_Team@us.navy.mil, phone number: 757-443-1575 to facilitate delivery approval. Contract number, quantity, weight, and dimensions required. Hours of operation: 7:30 am – 4:00pm Eastern Time.

(End of instructions)

14. For additional information regarding this solicitation contact James Parker, 757-341-5657
James.Parker5@navy.mil.