

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W25G1Q235402VH		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911N223Q0045	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JONATHAN K. CARROLL				b. TELEPHONE NUMBER (No Collect Calls) 717-267-8357	
9. ISSUED BY LETTERKENNY ARMY DEPOT LETTERKENNY CONTRACTING OFFICE - ACC-RSA-LEAD 1 OVERCASH AVENUE, ATTN: CCAM-MLK, BLDG 2S CHAMBERSBURG PA 17201-4150 TEL: FAX: 717-2679834		CODE W911N2		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 333992 SIZE STANDARD: 1,250			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DIRECTORATE OF EMERGENCY SERVICES GARY WEASE LETTERKENNY ARMY DEPOT 1 OVERCASH AVE., BLDG 9950 CHAMBERSBURG PA 17201-4150 TEL: 717-267-5407 FAX:		CODE W25G1Q		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE A DDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)		
			42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SOLICITATION NOTES

1. System for Award Management (SAM): In accordance with FAR 4.1102, Offerors shall be registered in the SAM database in order to be eligible for contract award. No award will be made to an Offeror not registered. Registration can be accomplished at <https://sam.gov/content/entity-registration>. Registration in this database shall remain active. There has been a recent SAM requirement for submission of notarized letters for all new vendor registrants, and for renewals of existing registrations. Please check your SAM registration and if the registration is due for renewal in the next few months, it is important to start that process immediately. For additional information on notarized letters, visit:

https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0016652&sys_kb_id=8cfe46491b1cb8909ac5ddb6bc4bcbbb&spa=1.

2. Annual Representations and Certifications: In accordance with FAR 4.1201, Offerors shall complete electronic annual representations and certifications within SAM as part of required registration. Registration in this database shall remain active and can be accessed at <https://sam.gov/content/entity-registration>.

3. Questions: Questions regarding this solicitation shall be submitted to the Contracting Officer, in writing, at least 5 calendar days prior to the closing date. Questions submitted after this time will be answered at the discretion of the Contracting Officer. The Contracting Officer for this action is Randy S. Allison, randy.s.allison.civ@army.mil. The contract specialist for this action is Jonathan K. carroll, jonathan.k.carroll.civ@army.mil.

4. Award without Discussions: The Government intends to award without discussions, offerors should submit their best prices in their initial offer. If FAR Provision 52.212-2, Evaluation-Commercial Items, is included, Offerors must submit all information requested therein in order for the Government to determine technical acceptability.

5. Amendments: The Offeror shall submit to the Contracting Officer signed copies of all amendments issued to this solicitation. Failure to comply may cause your proposal to be rejected.

6. Payment: Payment for this action will be made by Electronic Funds Transfer (EFT) through the Defense Finance and Accounting Services (DFAS) utilizing Wide Area Work Flow (WAWF). See 252.232-7006 for more information.

7. Period for Acceptance of Offers: The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

8. Set- Aside: The proposed contract is 100% set-aside for small business concerns.

9. FOB Destination: Unless otherwise stated in the solicitation, Offerors shall provide FOB Destination prices.

10. Contact Information: A Technical Point of Contact (TPOC) will be appointed at the time of award. The successful Offeror will be furnished the COR name and contact information at the time of contract award.

Section SF 1449 - CONTINUATION SHEET

PURCHASE DESCRIPTIONLETTERKENNY ARMY DEPOT
PURCHASE DESCRIPTION
CNC DISINTEGRATOR

1.0 General Information:

1.1 Scope:

Request the purchase of one (1) tap/drill Disintegrator which is capable of disintegrating fasteners, taps, and drills of diameters of #2 to 1-1/4" of at least 1" deep. The tap and drill disintegrator shall include equipment specified in Section 4.0. Other requirements within the specification are training (if needed), all required equipment calibration, Operating and Maintenance (O&M) manuals, and shipping to Letterkenny Army Depot (LEAD), Chambersburg, Pennsylvania in accordance with (IAW) the following specifications. This specification establishes the minimum requirements for the purchase of a government installed disintegrator at Letterkenny Army Depot (LEAD). The contractor shall provide all professional architectural, engineering and construction services for the preparation of all necessary drawings, specifications, calculations, cost estimates and related design, permits, fabrication, and construction. The disintegrator specifications are based upon commercially available products and shall meet or exceed the minimum requirements specified in section 4.0 Specifications. The contractor must address the requirements listed in this purchase description and disclose where in their proposal they address the requirements.

1.2 Place and Performance of Installation: All work shall be performed in building 350 Annex between the hours of 6:00 AM and 3:30 PM, Monday thru Thursday, exclusive of Federal Holidays and special depot closures (typically the Monday before or Thursday after Federal Holidays that fall on a Saturday, Sunday, Tuesday or Thursday). Other hours, weekend, and holiday work will be considered separately as requested by the contractor with adequate advanced notice and approved by the Contracting Officer.

1.3 Security Requirements: Contractor and all associated sub-contractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Risk Management or Security Office. Contractor workforce shall comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes. The contractor and all associated subcontractor employees shall also comply with adjudication standards and processes using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.3.1 Security, Safety and Fire Protection: All work shall comply with LEAD Regulation 385-1 and Pamphlet 385-4. The equipment and the installation shall also meet all the safety criteria set forth in OSHA 1926.501 and ANSI/ASSE Z359.

1.3.2 Media Devices: All pictures shall be taken by LEAD representative and approved before release.

1.3.3 AT Level I Awareness Training: This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of

incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website. <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>

- 1.3.4 Physical Security: The contractor shall safeguard all Government property provided for contractor use.
- 1.3.5 iWATCH Training: This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the CO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. Training website: <http://www.letterkenny.army.mil/iwatch.html>
- 1.3.6 OPSEC Training: Per AR 530-1, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained with 30 calendar days of their reporting for duty and annually thereafter.
<http://www.letterkenny.army.mil/iwatch.html> (PDF, certificate at the end)
- 2.0 Government Responsibilities:
 - 2.1 Government Furnished Property and Materials: The Government will provide the facilities, equipment, materials and/or services listed below:
 - 2.1.1 Facilities: The Government will provide clear access to all working areas necessary for the contractor during the specified hours listed in section 1.2.
 - 2.1.2 Equipment: none
 - 2.1.3 Materials: Stock material for testing.
 - 2.1.4 Services: none
 - 2.2 Site Preparation: Letterkenny Army Depot will provide a clear area for installation of the drill/tap disintegrator.
 - 2.3 Utilities: LEAD will provide adequate utilities to the equipment in disconnect(s) for the installation and operation of the machines. LEAD will also provide temporary utilities for the operation of equipment required for the installation of the industrial equipment.
 - 2.4 Utility Installation: Utilities will be run overhead. The Government will connect all utilities (power, air, water, etc.).
 - 2.5 Delivery and Storage: The Government will unload and locate disintegrator to final location. The equipment will be setup and started by the contractor during agreed upon time with the Government. Startup will be scheduled to be done in a timely manner.
- 3.0 Contractor Responsibilities: The contractor shall be responsible to inform all of his workers, direct or contracted, and ensure they follow the information within this specification. The contractor shall also have a representative onsite to perform the setup, startup, testing, training, and be the point of contact (POC) to communicate and coordinate with Letterkenny's POC.
- 3.1 Post Processor: None.

- 3.2 Project Schedule: A project schedule shall be submitted by the contractor, within 30 days after receipt of the purchase order, to include a timeline for material delivery, installation, testing and training.
- 3.3 Utility Requirements: The contractor shall provide certified utility requirements within 15 days after receipt of the purchase order. They shall include type, number of connections, and requirements.
- 3.4 Field Verification: It shall be the responsibility of the contractor to verify, in the field, all measurements, locations of structures and utilities, and any other physical conditions which would affect the progress, or quantity of work. Any errors by the contractor, due to omission of field verification, shall not be the basis for any increase in contract price. Where existing utilities or other obstructions interfere with the progress of the contract, the contractor shall provide all materials and labor to relocate all obstructions as required and approved by the Contracting Officer.
- 3.5 Special Foundation: None.
- 3.6 Disposal Of Materials And Equipment: All salvageable materials and equipment removed by the contractor shall be delivered to the Depot Property Disposal Yard, Facilities Engineering Division warehouse, or other sites as directed by the Contracting Officer, or his representative and shall remain the property of the Government. Delivery shall be made during normal operating hours of the receiving activity. No Government materials or equipment shall be removed from the reservation by the contractor. All packing, packaging, and scrap material accumulated during the performance of the contract shall be removed and disposed of properly by the contractor.
- 3.7 Dust Control: Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding or pollution.
- 3.8 Protection of Existing Structures and Equipment: The contractor shall take all necessary precautions to insure against damage to existing structures and equipment to remain in place.
- 3.9 Installation of New Equipment: The government shall perform the setup, startup. Any testing, debugging, troubleshooting, and training for the equipment by the contractor, if needed.
- 3.10 Wiring: All electrical work and materials shall be in compliance with the National Electrical Code and National Electrical Manufacturers Association. All electrical installations shall be inspected and accepted by a certified electrician. All work shall be subject to inspection by LEAD electricians.
- 3.11 Compressed Air and Water: Schedule 40 (minimum) black steel pipe, valves, and all materials necessary, shall be supplied and installed to provide the equipment with required adequate air and water supplies.
- 3.12 Fluids: The contractor shall provide all necessary fluids and chemical additives required for the start-up and proper operation of the equipment. The contractor shall supply LEAD with MSDSs for all the necessary fluids within 30 days after award of contract.
- 3.13 Permits/Insurance/licensing/bonding: Not applicable. However, any hot work (welding, burning, etc.) the contractor will do, the contractor is required to contact the Letterkenny fire department (717-267-8101) at least 24 hours in advance of the hot work to be performed.
- 4.0 Requirements:
- 4.1 Machine Features: The disintegrator shall have the following minimum features.
- Start and depth stop switches on quill with auto shutoff
 - Graduated feed scale in 1/16" increments
 - Hard chrome plated column

- Column at least 2 ½" diameter, 50" long
- At least 30" minimum work height from spindle to table top
- Cast iron top, ground, at least 46"x26"
- Work top with at least 8000 lbs. capacity
- Minimum 8- ¾" "T" slots
- Heavy duty ball bearing casters with leveling jacks (quantity of 4)
- Rectified controllable DC cutting power with at least 8 settings
- Lighted push buttons; start/stop
- Lighted power on indicator
- Cutting circuit DC amp meter
- Rotary switches for vibration and coolant pump
- External fuse for at least head vibration and power supply
- Spindle up/down job switch on quill
- Resettable thermal breaker for disintegrator circuit
- Rotary selector for cutting power
- Rotary selector for potentiometer controls for vibration amplitude and servo feed
- Side mounted coolant tank
- At least 3.5 GPM gear pump
- Minimum ½ hp motor for coolant pump
- Approximate weight of 1375 lbs., maximum

4.1.4 UTILITY REQUIREMENTS: The disintegrator shall operate with 480 VAC, 60Hz, Three Phase power.

4.1.5 FOOTPRINT: The Disintegrator shall occupy a footprint no greater than 51" wide x 39" deep x 34" high.

4.1.6 MACHINE CAPACITY: The Disintegrator shall be capable of disintegrating carbide tooling including broken screws, fasteners, bots, and taps. The processing will occur without any heat distortion or thread damage.

4.2 General Requirements:

4.2.1 Documentation: Two sets (each) of paper and one (each) CD of operator instruction manuals, maintenance service manuals, and parts listing manuals shall be provided for the furnished systems. These manuals shall be written in the English language.

4.2.2 Preservation, Packaging and Delivery: The contractor shall utilize standard commercial methods for preservation and packaging appropriate for each unit and acceptable to commercial carriers. As a minimum, all areas susceptible to damage from exposure to the elements shall be preserved and/or packed to prevent damage. The contractor shall be responsible for ensuring the equipment is delivered to LEAD in good condition.

4.2.3 Warranty: The contractor shall furnish with the equipment a standard commercial warranty or full one year warranty (parts, labor, and shipping, at minimum), whichever is greater. The contractor shall provide commercial warranties for any subcontracted components that will be underwritten. The contractor shall supply all corresponding warranty contact names and phone numbers before the end of the project. The warranty shall be effective beginning immediately after final acceptance of the equipment and not before that time.

4.2.4 Inspection and Acceptance: The equipment shall be examined for design, construction, materials, components, and workmanship to determine compliance with the contract and this specification. Any deviation from these requirements shall be cause for rejection.

- 4.2.5 Painting: All surfaces to be painted shall be cleaned of all foreign matter. The equipment shall be painted IAW standard commercial practice that shall not be less than one coat of primer and one coat of finish color.
- 4.2.6 Lubrication: Means shall be provided to ensure adequate lubrication to all moving parts. All oil holes, grease fittings and filler caps shall be easily accessible.
- 4.2.7 Power Requirements: All power requirements shall be 480V 3ph. If any requirement is not, the contractor shall supply all required transformers.
- 4.2.8 Lubrication: If the equipment does not include an automatic centralized lubrication system, the equipment must have adequate and proper lubrication points to provide lubricant to critical components. All lubrication points must be obviously marked.
- 4.2.9 Energy Efficiency: All equipment that directly consumes energy in normal operation shall be designed and constructed for the highest degree of energy efficiency as governed by the latest developments available within industry.
- 4.3 Safety and Environmental Requirements:
- The contractor is reminded that LEAD maintains a Safety Management System (SMS) and is ISO 45001 certified.
 - LEAD's safety policy and safety program (LEAD-R 385-1) can be requested at usarmy.letterkenny.usamc.list.lead-safety-office@army.mil
 - It is the contractor's responsibility to be familiar with these documents and to comply with their contents.
 - Any and all on site work at LEAD shall be completed in accordance with applicable OSHA, DoD, DOT, Army, and LEAD Safety requirements. As a federal installation, additional requirements other than OSHA apply to contractors performing work at LEAD. Examples include full conformance to all applicable NFPA standards, ANSI standards, and other consensus standards for the industry covered by the subject contract. It is the responsibility of the contractor to be familiar with all applicable standards prior to starting work.
 - If contractor personnel determine a procedure is unsafe, they shall discontinue work immediately and contact their Program Manager who shall notify safety personnel and the COR. As soon as LEAD Safety Office personnel determine that the unsafe conditions have been corrected, the COR will notify the contractor Program Manager that personnel may resume work.
 - Additionally, all contractor supervisors and employees shall read and be knowledgeable of the governing SOP(s) prior to signing the SOP(s) and starting the operation.
 - All contractor personnel shall wear the appropriate PPE when in the following work areas: industrial buildings, at construction sites, test sites and test facilities. Failure to wear/use PPE may cause removal from the job site and/or seizure of non-compliant equipment/items.
 - The contractor shall comply with reporting requirements of 29 CFR Part 1904, AR 385-40 and APGR 385-4, and shall report accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment to the COR promptly of the occurrence.
 - In case of injury/accident, the contractor shall complete an injury/accident investigation report and submit it to the COR Office with a copy to the LEAD Safety Office.

- All shipped material shall include a current product Safety Data Sheet (SDS) for any chemical products being shipped other than residue. This includes items like engine oil.
 - All safety messages or recalls related to the safe use of products produced by the contractor will be provided to the COR for the Contract within 5 days of contractor's awareness of the message or notice.
 - As part of the applicability of engineering controls, all equipment with rotating and moving parts at point of operation shall comply with LEAD 385-1 Chapter 17-3- Policies: One or more methods of machine guarding shall be provided to protect the operator and other employees in the machine area from hazards such as those created by point of operation, nip/pinch points, rotating parts, flying chips, and sparks. Examples of guarding methods are: physical barrier guards, electronic safety devices, guarding by distance, and physical restraints. The point of operation of machines whose operations exposes an employee to injury shall be guarded. The guarding device shall be in conformity with any appropriate standard (OSHA, ANSI, Equipment Owner's Manual). In the absence of applicable specific standards guarding shall be designed and constructed as to prevent the operator, or any employees who may come in contact, from having any part of his/her body in the danger zone during operation. All machines designed for fixed locations shall be securely anchored to prevent walking or moving during operation.
- 4.3.1 Equipment Hazards: All hazards inside the machinery shall be guarded against unauthorized access. Clearly visible signs and symbols shall warn personnel in the area, and interlocks, safety mats and redundant deactivation systems shall guard against accidental access to the tooling and moving parts. Guards shall be easily removable to facilitate inspection, maintenance, or repair.
- 4.3.2 Mercury Restriction: The equipment shall not contain mercury compounds nor be exposed to free mercury during manufacture.
- 4.3.3 Asbestos Restriction: Asbestos and materials containing asbestos shall not be used in or on the equipment.
- 4.3.4 PCB Restriction: Equipment and materials containing Polychlorinated Biphenyl (PCB) shall not be shipped to Letterkenny Army Depot.
- 4.4 Installation Requirements:
- 4.4.1 Design and Installation: The contractor shall provide all parts, labor, and services for the design, fabrication of the disintegrator. The contractor shall provide competent English speaking personnel if needed for support at the depot.
- 4.4.2 Badges: Identification badges will be issued for admittance of personnel before performing work or service on this contract. The identification badge is the property of the US Government and must be returned upon termination or demand. The contractor/vendor agrees that he will ensure all badges issued to employees are returned to the Badge and Identification Section, Security Division, Letterkenny Army Depot promptly on termination of need or on expiration, which occurs first. The badge room is located in Bldg 2, phone # 717-267-5301. Hours of operation are 7:30 AM to 3:30 PM, Monday thru Friday, exclusive of Federal Holidays.
- 4.4.3 Fire Extinguishers: The LEAD R 385-1 designates the type and number of fire extinguishers required to perform the contracted work. The LEAD Fire Department will not provide any extinguisher support. The contractor can gain the above information through a pre-construction conference, visiting the fire department, or phone 717-267-8101.
- 4.4.4 Use of Portable Gas or Arc Equipment: The contractor shall obtain a permit, from the LEAD Fire Department, to use portable gas or arc equipment for cutting, welding or open flame operations. The Fire Department will require one day advance notice to permit necessary inspection before actually starting work, and notification when work is finished to allow for re-inspection. The Fire Department can be

notified by calling ext. 717-267-8101. The contractor shall take necessary precautions to prevent fires IAW NFPA Standard No. 51B and LEAD R 420-13.

- 4.4.5 Spills: Any spills or releases of materials or wastes must be reported immediately to the site supervisor, the LEAD Fire Department, and the LEAD Environmental Office per the LEAD Installation spill Contingency Plan (ISCP). Any such spills or releases generated by the contractor shall be contained, cleaned and disposed of by the contractor per the direction of the LEAD on-scene coordinator.

- 5.0 Applicable Documents:
 OSHA Safety and Health Standards
 29 CFR 1910 Occupational Safety and Health Standards
 (copies may be obtained at <http://www.osha.gov>)

Letterkenny Army Depot (LEAD) Publications:
 LEAD Regulation 385-1: LEAD Safety and Occupational Health Program
 LEAD Pamphlet 385-4 – Safety Requirements for Security, Safety, and Fire Prevention for Contractors Performing Work on LEAD
 (Copies may be obtained at LEAD Directorate of Contracting, Bldg 2)
 National Fire Protection Association
 NFPA Standard 70 – National Electric Code
 NFPA Standard 79 – Electrical Standard for Industrial Machinery
 (copies may be obtained from <http://www.nfpa.org/>)

Unified Facilities Criteria
 UFC 3-600-01 - Fire Protection Engineering For Facilities
 (copies may be obtained from <http://www.nfpa.org/>)

- 6.0 Quality Assurance:
- 6.1 Quality Conformance Inspection: The disintegrator and all accessory components shall be subject to a quality conformance inspection, performed by a designated Depot representative, to determine compliance with this specification.
- 6.2 Tests:
- 6.2.1 Accuracy: If an accuracy test was performed by the OEM before the machine was shipped, the contractor shall repeat the accuracy test at LEAD after complete installation. The results of the test performed at LEAD shall be compared to those from the test at the factory. If no accuracy test was performed at the factory, the contractor shall be responsible for developing test procedures to demonstrate the accuracy and operation of the machine to be in compliance with the requirements of this specification. All test procedures shall be submitted to and approved by Depot Technical Point of Contact (TPOC) prior to the start of testing. To support the testing procedures, LEAD will provide a supply of mild steel material of various thicknesses for use during the performance tests and training. If mild steel is not available, other readily available materials may be used. The contractor shall prove out all problems.
- 6.2.2 Post Processing Verification: None.
- 6.3 Technical Instruction: The contractor shall supply manuals for the operation and maintenance of the disintegrator. The contractor is responsible to supply support in training of operators and maintenance if needed. All instructions, oral and written, shall be in the English language.
- 7.0 Information Technology (IT) Industrial System Requirements:
- 7.1 Operating System (OS) Specifications:

- 7.1.1 If applicable, the system's OS must be Microsoft Windows 10, Windows Server 2012R2, or Red Hat Linux v6.X. Any OS supplied with the system must contain all service packs, updated patches, and hot fixes. All patching and fixes will be current as of a predefined date agreed upon by the vendor and the government.
- 7.1.2 Defense Information System Agency (DISA) Security Technical Implementation Guides (STIGS) are configuration standards for the Department of Defense and contain technical guidance to lock down information systems and software applications that might otherwise be vulnerable to malicious attacks. The contractor shall be responsible for ensuring all appropriate STIGs are implemented and their software runs acceptably while secure.
- 7.1.3 The Army Golden Master (AGM) is a collection of security settings for Microsoft Operating systems which must be applied to all Army computer systems. LEAD will supply the AGM to the contractor who shall ensure their software functions as intended, when installed on top of the AGM.
- 7.2 Programmable Logic Controllers (PLC): If a PLC is to be installed within the system, it shall be manufactured by a government approved source and shall provide an Ethernet adapter to allow for connection to the Industrial Network if required. If an Ethernet connection is used to interconnect the PLC to peripheral equipment, an additional Ethernet port shall be provided.
- 7.3 System Software Specifications:
 - 7.3.1 Software Installations: If installing application code at LEAD, the contractor shall install the code within a standard container (E.g., Program Files) and located in a volume separate from the standard System Files. Interactive applications are required to run as services and daemons and any time WEB services are used, file types (E.g., XML and HTML) must be separated.
 - 7.3.2 Software Licensing: When installed, the software licensing for computers, control units and other IT systems will be surrendered to the Information Technology Configuration Manager and will become the property of the Government upon acceptance of the system.
 - 7.3.3 If software has been customized for LEAD's use or is any software other than Commercial Off The Shelf (COTS); the contractor shall provide copies of all source code, firmware and software used in the system, as well as one set of backup and configuration software for PLC's, control and communication computers, and data acquisition. All programs shall be tested and fully operational before acceptance. All acceptance testing will adhere to common User Acceptance Testing (UAT) standards as defined by the government.
 - 7.3.4 If any special programming software or programming software interface devices such as hardware "keys", dongles or "PIC" modules, are required to access software, these programs and devices shall be provided to LEAD along with the necessary registration information. If custom application software was written and provided, a copy of the required compiler and compiler license shall also be provided. At acceptance, all items shall become property of the government. Software and hardware purchased for this project shall be registered to Commander, Letterkenny Army Depot, Chambersburg, PA 17201.
- 7.4 System Environment Specifications:
 - 7.4.1 All supplied software must be capable of operating in a multi-user environment and data which contains permissions information shall be hidden from view and inaccessible to those with less than administrator level access. Shared accounts shall not be used, and users shall only be authorized the minimum security rights to operate the application software. Users will not have access to system or software configuration items (e.g., Control Panel, software and hardware installation). Under no circumstances will the intended end user log in using the Administrator or Root account for routine operation of the equipment. The use of these accounts will be restricted to only administrative activities which will be carried out by LEAD Information Technology personnel. All software products shall employ a minimum of three permission based levels of access.

- 7.4.1.1 Administrator - Full control at root level, restricted to LEAD IT personnel and when required, the Contractor.
- 7.4.1.2 Maintenance - Mid-level control required to perform maintenance and alter control parameters as needed.
- 7.4.1.3 Operator - Minimum control necessary to perform the routine operation of software. The Operator shall not be able to alter the programming of software, make changes to executable files, or modify control parameters.
- 7.4.2 Application Interoperability: If an application will interfere with the operation of the industrial system, E.g., (McAfee Anti-Virus), the Contractor shall provide a written statement to the LEAD IT Directorate explaining the technical restrictions placed upon them.
- 7.4.3 Auditing: If applicable, the contractor shall enable audit files and data logs for access by LEAD Cybersecurity personnel to audit access and actions on the equipment.
- 7.4.4 User Acceptance Testing (UAT): LEAD Cyber Security Personnel will have the ability to conduct validation testing with approved security tools prior to equipment being introduced to the shop floor. This testing will also satisfy any UAT requirements. A UAT Plan will be furnished prior to testing and all equipment documentation will be made available for review during the test. If discrepancies are discovered the contractor shall remediate identified issues prior to government acceptance.
- 7.5 Documentation Requirements:
 - 7.5.1 A complete set of instruction manuals containing all of the information necessary to operate, maintain, and reinstall all software and hardware contained within the system shall be provided by the Contractor. These manuals shall include step-by-step instructions which facilitate the rebuilding of the system in the event of a fatal system crash.
 - 7.5.2 If networked, the Contractor shall provide the system's network design drawings to the Information Technology Directorate. These drawings should include complete directional data flow diagrams that include all ports and protocols in use.
 - 7.5.3 The Contractor shall provide to Industrial Automation at least two electronic copies of all control unit programs. These copies should include description files of the ladder logic and any cabling required to connect to the control systems. No control units will be password protected and no other form of lockout measure shall be implemented by anyone other than LEAD IT employees. The Contractor shall also provide electrical wiring diagrams for all installed control systems to this LEAD Industrial Automation group.
 - 7.5.4 Certificate of Networkiness: Certificate of Networkiness (CoN) certification ensures Automated Information Systems (AIS) utilizing the Army Network are developed in compliance with the Clinger Cohen Act and are secure, supportable, sustainable, and compatible with the Army Enterprise Infrastructure (AEI) (as defined in AR 25-1). All new AIS capabilities and all capability modifications and upgrades must be assessed to validate their Networkiness (network security, network impact, compatibility with the infrastructure, infrastructure requirements, spectrum support, security policy compliance, Joint Technical Architecture –Army (JTA-A) standards compliance, communications and information manpower, training, logistics support, schedule, and funding). If software is installed within the system, the Contractor shall work with LEAD Directorate of Information Management (DOIM) personnel to check for CoN availability and when not available, ensure a CoN is requested and all documentation is submitted.
- 7.6 Proposal Deviations:

- 7.6.1 Proposals or specifications that deviate from those described herein shall be coordinated for specific approval or rejection by the LEAD Information Technology representatives prior to shipment, installation, or acceptance of the equipment.
- 8.0 Final Acceptance: Once all conditions of this contract are met, final acceptance will be after 100 hours of continuous operation without a breakdown or failure, or 14 days, whichever comes first. If the machine has a failure or breakdown and it is determined that is the fault of the machine hardware or software, the operating time and 14 days timeframe start over each time this happens. After the 100-hour operating time or 14 days have been met, final payment of this contract will be made.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TAP METAL DISINTEGRATOR FFP TAP METAL DISINTEGRATOR IN ACCORDANCE WITH THE PURCHASE DESCRIPTION. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination NSN: HK6VC:94199 MILSTRIP: W25G1Q235402VH PURCHASE REQUEST NUMBER: W25G1Q235402VH PSC CD: 3431	1	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	25-OCT-2023	1	DIRECTORATE OF EMERGENCY SERVICES GARY WEASE LETTERKENNY ARMT DEPOT 1 OVERCASH AVE., BLDG 9950 CHAMBERSBURG PA 17201-4150 717-267-5407 FOB: Destination	W25G1Q

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-8	Time of Delivery	JUN 1997
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2021
52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-00019)	DEC 2022
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020

52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-18	Place of Manufacture	AUG 2018
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	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
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

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:

(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)

ADDENDUM TO FAR 52.212-2, BASIS OF AWARD:

A. General Information:

1. The basis of award will be the Lowest Priced, Technically Acceptable offer. Offerors must receive a rating of Technically Acceptable in all factors/subfactors in order for their overall proposal to be determined Technically Acceptable.

2. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, and technical requirements.

3. The Government intends to make award without discussions, unless the Contracting Officer determines that discussions are necessary. Offerors should provide their most favorable prices in their initial offers.

B. Non-Price Evaluation Factors: Technical Equivalency: The offeror shall provide all information possible for the Government POC to evaluate possible equivalents. Information includes, but is not limited to: brochures, videos, drawings, and testimonials. The offeror shall verify that they have read and agree to follow the PD and all paragraphs. Key factors from the PD paragraph 4.0 thru 4.7.5 shall be verified.

C. Price Evaluation Factor: Offerors shall complete the Schedule B with pricing for each Contract Line Item Number (CLIN).

D. Proposals will be evaluated initially independently of the price to determine the Offerors' ability to meet the Government's requirement set forth in the solicitation. The Government may make a final rating determination based on the proposal as submitted without requesting any further information. For all proposals determined to be Technically Acceptable, the offer providing the lowest price will receive the contract award.

1. Offerors' technical proposals will receive an overall rating based on the following:

(a) Technically Acceptable: Offeror meets all requirements or technical specifications or has submitted all documentation requested in any technical evaluation criteria and all documentation meets the standard set forth in the solicitation.

(b) Technically Unacceptable: Offerer fails to meet all requirements or technical specifications or has failed to comply in submitting requested documentation in any technical evaluation criteria or the submitted documentation fails to meet the standard set forth in the solicitation.

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (JUN 2023)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xii) 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.

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

(xiv)(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).

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

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

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

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

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 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).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 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)

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):

www.acquisition.gov

(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):

www.acquisition.gov

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) Reporting.

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

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

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

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

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

Government's unit acquisition cost means--

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

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

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

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

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

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

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

COMBO

(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.

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W911N2
Admin DoDAAC**	W911N2
Inspect By DoDAAC	W25G1Q
Ship To Code	W25G1Q
Ship From Code	TBD
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(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.

Not applicable.

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

(End of clause)